

<i>SERFF Tracking Number:</i>	<i>ASPX-125401945</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Bankers Insurance Company of Florida</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FM AR02679AIF01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.0006 Commercial Farm and Ranch</i>
<i>Product Name:</i>	<i>SCO - AG Output</i>		
<i>Project Name/Number:</i>	<i>SCO - AG Output/FM AR02679AIF01</i>		

Filing at a Glance

Company: American Bankers Insurance Company of Florida

Product Name: SCO - AG Output	SERFF Tr Num: ASPX-125401945	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 05.0006 Commercial Farm and Ranch	Co Tr Num: FM AR02679AIF01	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: SPI AssurantPC	Disposition Date: 01/30/2008
	Date Submitted: 12/26/2007	Disposition Status: Approved
Effective Date Requested (New): 02/01/2008		Effective Date (New): 02/01/2008
Effective Date Requested (Renewal): 02/01/2008		Effective Date (Renewal): 02/01/2008

State Filing Description:

General Information

Project Name: SCO - AG Output	Status of Filing in Domicile:
Project Number: FM AR02679AIF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/30/2008	
State Status Changed: 01/07/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

American Bankers Insurance Company of Florida wishes to submit for your review and approval our Agribusiness Commercial Program. Our requested effective date is 2/1/08 for NB & RNL.

This is a new program for our Company that has been filed and approved in Colorado, Kansas, Montana, Tennessee,

<i>SERFF Tracking Number:</i>	<i>ASPX-125401945</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Bankers Insurance Company of</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Florida</i>		
<i>Company Tracking Number:</i>	<i>FM AR02679AIF01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0006 Commercial Farm and Ranch</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>SCO - AG Output</i>		
<i>Project Name/Number:</i>	<i>SCO - AG Output/FM AR02679AIF01</i>		

Texas & Wisconsin. This program will be written as a Commercial Package consisting of the following elements:

Commercial Property - For the Commercial Property portion of this program we will be using American Association of Insurance Services (AAIS) new Agricultural Output (AgOp) Program for rules and forms.

Commercial Liability - For the Commercial Liability portion we will be using AAIS's Commercial Liability rules and forms.

The rates for Property and Liability are independent and were developed by reviewing rates used by our competitors.

We will not be auto-adopting the AAIS rules and forms for this program.

Commercial Farm Auto - We will also be utilizing our Commercial Farm Auto program that has been filed and approved in your states for American Reliable Insurance Company.

Company and Contact

Filing Contact Information

Wendy Sara-Kalisz,
8655 East Via De Ventura (800) 535-1333 [Phone]
Scottsdale, AZ 85258

Filing Company Information

American Bankers Insurance Company of Florida	CoCode: 10111	State of Domicile: Florida
11222 Quail Roost Dr	Group Code: 19	Company Type:
Miami, FL 33157	Group Name: Assurant, Inc. Group	State ID Number:
(305) 253-2244 ext. [Phone]	FEIN Number: 59-0593886	

Filing Fees

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of State Tracking Number: EFT \$50
Florida
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Bankers Insurance Company of Florida	\$50.00	12/26/2007	17246027

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	AGRIBUSINESS COMMON DECLARATIONS	B8116D	0206	Policy/Coverage New Form		0.00	B8116D.PDF
Approved	AGRIBUSINESS PROPERTY DECLARATIONS	B8103D	1205	Policy/Coverage New Form		0.00	B8103D.PDF
Approved	AGRIBUSINESS LIABILITY DECLARATIONS	B8115D	0106	Policy/Coverage New Form		0.00	B8115D.PDF
Approved	AGRIBUSINESS PROPERTY & INCOME COVERAGE PART	AG0100	0101	Policy/Coverage New Form		0.00	AG0100.PDF
Approved	COMMON POLICY CONDITIONS	CL0100	0399	Policy/Coverage New Form		0.00	CL0100.PDF
Approved	COMMERCIAL LIABILITY COVERAGE	GL100	1.0	Policy/Coverage New Form		0.00	GL100.PDF
Approved	COVERAGE E EMPLOYEE BENEFITS LIABILITY COVERAGE	GL 892	3.0	Endorsement/New Amendment/Conditions		0.00	GL 892.PDF
Approved	EMPLOYEE BENEFITS LIABILITY COVERAGE - SUPPLEMENTAL EXTENDED	GL 893	1.0	Endorsement/New Amendment/Conditions		0.00	GL 893.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

REPORTING
PERIOD

Approved	EMPLOYEE REDEFINED	GL 895	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 895.PDF
Approved	CROSS LIABILITY COVERAGE	GL 898	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 898.PDF
Approved	COMMERCIAL LIABILITY COVERAGE - BROAD FORM COVERAGE	GL200	1.0	Policy/CoveNew rage Form	0.00	GL200.PDF
Approved	CROSS LIABILITY EXCLUSION	GL 899	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 899.PDF
Approved	CONTRACTUAL LIABILITY COVERAGE	GL 902	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 902.PDF
Approved	CONTRACTUAL LIABILITY COVERAGE LIMITATION (INCIDENTAL CONTRACTUAL LIAB.)	GL 903	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 903.PDF
Approved	COMMERICAL LIABILITY COVERAGE - FARM PREMISES & OPERATIONS	GL610	1.0	Policy/CoveNew rage Form	0.00	GL610.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

Approved	PERSONAL AND GL 904 ADVERTISING LIABILITY COVERAGE	1.0	Endorsement/Amendment/Conditions	0.00	GL 904.PDF
Approved	PESONAL GL2 LIABILITY COVERAGE FARM	2.0	Policy/Coverage Form	0.00	GL2.PDF
Approved	PERSONAL AND GL 904 ADVERTISING INJURY LIABILITY COVERAGE (GL-610 ONLY)	2.0	Endorsement/Amendment/Conditions	0.00	GL 904.PDF
Approved	EXCLUSION- GL 905 COVERAGE P - PERSONAL AND ADVERTISING INJURY LIABILITY	1.0	Endorsement/Amendment/Conditions	0.00	GL 905.PDF
Approved	LEASED GL 906 PREMISES LIMITATION	1.0	Endorsement/Amendment/Conditions	0.00	GL 906.PDF
Approved	LIMITED GL 914 LIABILITY COMPANY	1.0	Endorsement/Amendment/Conditions	0.00	GL 914.PDF
Approved	LIMITED GL 915 LIABILITY COMPANY (PREMISES ONLY)	1.0	Endorsement/Amendment/Conditions	0.00	GL 915.PDF
Approved	LIMITED GL 916 LIABILITY COMPANY	1.0	Endorsement/Amendment/Conditions	0.00	GL 916.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

	(FARM			ons		
	PREMISES AND					
	OPERATIONS)					
Approved	CALENDAR	GL 917	1.0	Endorseme New	0.00	GL 917.PDF
	DATE OR TIME			nt/Amendm		
	FAILURE			ent/Condi		
	EXCLUSION			ons		
Approved	EMPLOYEE	GL 918	1.0	Endorseme New	0.00	GL 918.PDF
	BENEFITS			nt/Amendm		
	LIABILITY			ent/Condi		
	COVERAGE-			ons		
	CALENDAR					
	DATE OR TIME					
	FAILURE					
	EXCLUSION					
Approved	EXCLUSION -	GL 0951	0800	Endorseme New	0.00	GL
	ADULT DAY			nt/Amendm		0951.PDF
	CARE CENTERS			ent/Condi		
				ons		
Approved	MISDELIVERY	GL 0952	0800	Endorseme New	0.00	GL
	OF LIQUID			nt/Amendm		0952.PDF
	PRODUCTS			ent/Condi		
	COVERAGE			ons		
Approved	ADDITIONAL	GL 0953	0800	Endorseme New	0.00	GL
	INSURED-			nt/Amendm		0953.PDF
	USERS OF			ent/Condi		
	DRAFT OR			ons		
	SADDLE					
	ANIMALS					
Approved	COMMON	CL100	1.0	Policy/CoveNew	0.00	CL100.PDF
	POLICY			rage Form		
	CONDITIONS					
Approved	EXCL-	GL 0958	0800	Endorseme New	0.00	GL
	PROPERTY			nt/Amendm		0958.PDF
	DAMAGE TO			ent/Condi		
	ELECTRONIC			ons		

SERFF Tracking Number: ASPX-125401945 State: Arkansas
 Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
 Company Tracking Number: FM AR02679AIF01
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
 Product Name: SCO - AG Output
 Project Name/Number: SCO - AG Output/FM AR02679AIF01

DATA
 (COMPUTER
 SOFTWARE
 MANUFACTURE
 R)

Approved	EXCLUSION - PROPERTY ENTRUSTED	GL 0971	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0971.PDF
Approved	AMENDATORY ENDORSEMENT	CL300	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	CL300.PDF
Approved	EXCL- ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE	GL 0972	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0972.PDF
Approved	COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE	GL 0973	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0973.PDF
Approved	COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE- FAILURE OF	GL 0974	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0974.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

SEED TO
GERMINATE
EXCLUDED

Approved	EXCLUSION- SPAS,HEALTH OR BEAUTY FACILITIES	GL 0976	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0976.PDF
Approved	EXCLUSION- PROFESSIONAL SERVICES- VETERINARIAN S	GL 0981	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0981.PDF
Approved	LAWN CARE SERVICES	GL 0983	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0983.PDF
Approved	INCOME COVERAGE SUPPLEMENT	B8105D	0106	Policy/CoveNew rage Form	42.90	B8105D.PD F
Approved	SCHEDULE OF ADDITIONAL INTERESTS	B8114D	0106	Policy/CoveNew rage Form	42.90	B8114D.PD F
Approved	SCHEDULE OF COVERED STOCK	B8106D	0106	Endorseme New nt/Amendm ent/Condi tions	42.90	B8106D.PD F
Approved	SCHEDULE OF COVERED MOBILE EQUIPMENT	B8113D	0106	Policy/CoveNew rage Form	0.00	B8113D.PD F
Approved	SCHEDULE OF LOCATIONS	B8112D	0106	Policy/CoveNew rage Form	0.00	B8112D.PD F
Approved	SCHEDULE OF COVERED BUILDINGS AND PERSONAL	B8107D	0106	Policy/CoveNew rage Form	42.90	B8107D.PD F

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

PROPERTY

Approved	SCHEDULE OF COVERED COMPUTERS	B8108D	0106	Endorseme New nt/Amendm ent/Condi ti ons	42.90	B8108D.PD F
Approved	SCHEDULE OF COVERED PROPERTY AND PROVISIONS	B8109D	0106	Policy/CoveNew rage Form	42.90	B8109D.PD F
Approved	SCHEDULE OF COVERED PROPERTY FOR BUILDERS' RISK	B8110D	0106	Policy/CoveNew rage Form	42.90	B8110D.PD F
Approved	SCHEDULE OF FORMS AND ENDORSEMENT S	B8111D	0106	Policy/CoveNew rage Form	42.90	B8111D.PD F
Approved	LIVESTOCK FEEDLOT FORM-LIMITED FEEDING AND WATER COVERAGE	B8350E	1205	Endorseme New nt/Amendm ent/Condi ti ons	0.00	B8350E.PDF
Approved	EXCLUSION- FAILURE TO SUPPLY	B8353E	0106	Endorseme New nt/Amendm ent/Condi ti ons	40.70	B8353E.PDF
Approved	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECTS	B8352E	0106	Endorseme New nt/Amendm ent/Condi ti ons	47.30	B8352E.PDF
Approved	GENERAL PURPOSE ENDORSEMENT	B8354E	0506	Endorseme New nt/Amendm ent/Condi ti ons	42.90	B8354E.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

Approved	SCHEDULE OF LIMITS AND CONDITIONS FOR ENDORSEMENT (S) OPTIONS	B8104D	0106	Policy/CoveNew rage Form	48.60	B8104D.PDF
Approved	OWNED SNOWMOBILES, ATVS. AND GOLF CARTS	B8357E	0606	Endorseme New nt/Amendm ent/Condi ti ons	48.00	B8357E.PDF
Approved	CERTIFIED ACT OF TERRORISM EXCLUSION	CL 0610	1202	Endorseme New nt/Amendm ent/Condi ti ons	0.00	CL 0610.PDF
Approved	NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION	CL 0630	1202	Endorseme New nt/Amendm ent/Condi ti ons	0.00	CL 0630.PDF
Approved	CERTIFIED AND NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION	CL 0634	0606	Endorseme New nt/Amendm ent/Condi ti ons	0.00	CL 0634.PDF
Approved	BIOLOGICAL AND CHEMICAL NON-CERTIFIED ACT OF TERRORISM	CL 0650	1202	Endorseme New nt/Amendm ent/Condi ti ons	0.00	CL 0650.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

EXCLUSION
AND WAR AND
MILITARY
ACTION
EXCLUSION

Approved	CERTIFIED AND NON-CERTIFIED ACT OF TERRORISM EXCL AND WAR AND MILITARY ACTION EXCL (BIOLOGICAL AND CHEMICAL NON-CERTIFIED ACTS OF TERRORISM)	CL 0654	0606	Endorsement/Amendment/Conditions	0.00	CL 0654.PDF
Approved	CONDITIONAL TERRORISM EXCLUSION	CL 1630	0606	Endorsement/Amendment/Conditions	0.00	CL 1630.PDF
Approved	CONDITIONAL NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION	CL 1650	0606	Endorsement/Amendment/Conditions	0.00	CL 1650.PDF
Approved	TERRORISM EXCLUSION	CL 2630	0604	Endorsement/Amendment/Conditions	0.00	CL 2630.PDF
Approved	NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION	CL 2650	0604	Endorsement/Amendment/Conditions	0.00	CL 2650.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

Approved	POLICYHOLDER CL 0314	0606	Disclosure/ New Notice	0.00	CL 0314.PDF
	DISCLOSURE NOTICE OF TERRORISM EXCLUSIONS- CERTIFIED AND NON-CERTIFIED ACTS				
Approved	POLICYHOLDER CL 0319	0606	Disclosure/ New Notice	0.00	CL 0319.PDF
	DISCLOSURE NOTICE OF TERRORISM EXCLUSIONS- CERTIFIED AND NON-CERTIFIED ACTS				
Approved	MIGRANT & SEASONAL AGRICULTURAL WORKER PROTECTION ACT EXCLUSION APPLIES ONLY TO GL-610	GL810 0305	Endorsement/ New Amendment/ Conditions	0.00	GL810.PDF
Approved	LEAD LIABILITY EXCLUSION (ADVISORY)	GL890 1.0	Endorsement/ New Amendment/ Conditions	0.00	GL890.PDF
Approved	KNOWN INJURY OR DAMAGE AMENDMENTS	GL0950 1299	Endorsement/ New Amendment/ Conditions	0.00	GL0950.PDF
Approved	COMPUTER VIRUS AND HACKING	AG0124 0101	Endorsement/ New Amendment/ Conditions	0.00	AG0124.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

COVERAGE			ons		
Approved	CRIME COVERAGE - DISCOVERY BASIS	AG0128 0101	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0128.PD F
Approved	EQUIPMENT BREAKDOWN COVERAGE	AG0130 0305	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0130.PD F
Approved	EQUIPMENT BREAKDOWN DECLARATIONS	AG0131 0305	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0131.PD F
Approved	FUNCTIONAL REPLACEMENT COST	AG0132 0101	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0132.PD F
Approved	HAY, STRAW, AND FODDER COVERAGE	AG0136 0101	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0136.PD F
Approved	LIVESTOCK COVERAGE	AG0140 0101	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0140.PD F
Approved	MORTGAGED AND STOLEN GRAIN COVERAGE	AG0144 0101	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0144.PD F
Approved	OPTIONAL EXCLUSIONS	AG0148 010	Endorseme New nt/Amendm ent/Condi ons	0.00	AG0148.PD F
Approved	POULTRY COVERAGE	AG0152 0305	Endorseme New nt/Amendm ent/Condi	0.00	AG0152.PD F

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

Approved	PRO RATA LIMIT	AG0156	0101	Endorsement/Amendment/Conditions	0.00	AG0156.PDF
Approved	PROPERTY IN TRANSIT - CONDEMNATION OR SEIZURE CONTROL	AG0160	0101	Endorsement/Amendment/Conditions	0.00	AG0160.PDF
Approved	PROTECTIVE DEVICES & SERVICES	AG0164	0101	Endorsement/Amendment/Conditions	0.00	AG0164.PDF
Approved	REBUILDING COVERAGE - EXCESS INSURANCE AMENDMENT	AG0168	0101	Endorsement/Amendment/Conditions	0.00	AG0168.PDF
Approved	SCHEDULED EARTHQUAKE COVERAGE	AG0172	0101	Endorsement/Amendment/Conditions	0.00	AG0172.PDF
Approved	EARTHQUAKE SCHEDULE	AG0173	0101	Endorsement/Amendment/Conditions	0.00	AG0173.PDF
Approved	SCHEDULED FLOOD COVERAGE	AG0176	0101	Endorsement/Amendment/Conditions	0.00	AG0176.PDF
Approved	FLOOD SCHEDULE	AG0177	0101	Endorsement/Amendment/Conditions	0.00	AG0177.PDF
Approved	WAIVER OF	AG0184	0101	Endorsement/Amendment/Conditions	0.00	AG0184.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

	DEDUCTIBLE -			nt/Amendm		F
	COMMODITIES			ent/Condi		
				ons		
Approved	WAREHOUSE OPERATORS - LEGAL LIABILITY COVERAGE	AG0188	0101	Endorseme New nt/Amendm ent/Condi	0.00	AG0188.PD F
				ons		
Approved	WAREHOUSE OPERATORS SCHEDULE	AG0189	0101	Endorseme New nt/Amendm ent/Condi	0.00	AG0189.PD F
				ons		
Approved	WINDSTORM OR HAIL DEDUCTIBLE	AG0192	0101	Endorseme New nt/Amendm ent/Condi	0.00	AG0192.PD F
				ons		
Approved	LIMITED FUNGUS AND RELATED PERILS COVERAGE	AG0640	0305	Endorseme New nt/Amendm ent/Condi	0.00	AG0640.PD F
				ons		
Approved	UNDERGROUN D PIPES, PILINGS, BRIDGES & ROADWAYS	AG0645	0305	Endorseme New nt/Amendm ent/Condi	0.00	AG0645.PD F
				ons		
Approved	EQUIPMENT BREAKDOWN REINSTATEMEN T	CL0342	0105	Endorseme New nt/Amendm ent/Condi	0.00	CL0342.PDF
				ons		
Approved	PERSONAL & ADVERTISING INJURY LIABILITY COVERAGE	GL102	2.0	Endorseme New nt/Amendm ent/Condi	0.00	GL102.PDF
				ons		
Approved	ADDITIONAL	GL108	1-87	Endorseme New	0.00	GL108.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

	INSUREDS			nt/Amendm ent/Condi tions		
Approved	ADDITIONAL INSURED - LANDLORD	GL109	5-88	Endorseme New nt/Amendm ent/Condi tions	0.00	GL109.PDF
Approved	ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS PERMITS)	GL110	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL110.PDF
Approved	ADDITIONAL INSUREDS	GL112	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL112.PDF
Approved	ADDITIONAL INSURED - OWNERS, LESSEESSES OR CONTRACTORS	GL113	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL113.PDF
Approved	BOATS	GL0114	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL0114.PDF
Approved	NON-OWNED AUTO LIABILITY COV/HIRED AUTO LIABILITY COVERAGE	GL122	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL122.PDF
Approved	PREMIUM PAYMENTS	GL128	1-87	Endorseme New nt/Amendm ent/Condi tions	0.00	GL128.PDF
Approved	PRODUCTS/CO	GL130	1.0	Endorseme New	0.00	GL130.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

	MPLEATED WORK HAZARD - EXPLANDED DEFINITION			nt/Amendm ent/Condi ons		
Approved	AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER LOCATION)	GL140	1-87	Endorseme New nt/Amendm ent/Condi ons	0.00	GL140.PDF
Approved	AMENDMENT - A AGGREGATE LIMITES OF INSURANCE (PER PROJECT)	GL142	1-87	Endorseme New nt/Amendm ent/Condi ons	0.00	GL142.PDF
Approved	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS	GL202	1.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL202.PDF
Approved	EXCLUSION - LOGGING & LUMBERING OPERATIONS	GL208	1.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL208.PDF
Approved	LIABILITY EXCLUSION	GL210	1.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL210.PDF
Approved	EXCLUSION EXPLOSION, COLLAPSE, UNDERGROUND PROPERTY DAMAGE HAZARD	GL212	1.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL212.PDF
Approved	EXCLUSION - COVERAGE M -	GL214	1-87	Endorseme New nt/Amendm	0.00	GL214.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

	MEDICAL			ent/Condi		
	PAYMENTS			ons		
Approved	EXCLUSION -	GL216	1.0	Endorseme New	0.00	GL216.PDF
	FIRE DAMAGE			nt/Amendm		
	LEGAL			ent/Condi		
	LIABILITY			ons		
Approved	CHANGE	GL220	1-87	Endorseme New	0.00	GL220.PDF
	ENDORSEMENT			nt/Amendm		
				ent/Condi		
				ons		
Approved	DEDUCTIBLE	GL222	1.0	Endorseme New	0.00	GL222.PDF
				nt/Amendm		
				ent/Condi		
				ons		
Approved	LIABILITY	GL224	1.0	Endorseme New	0.00	GL224.PDF
	COVERAGE			nt/Amendm		
				ent/Condi		
				ons		
Approved	EXCLUSION -	GL226	1.0	Endorseme New	0.00	GL226.PDF
	MALPRACTICE			nt/Amendm		
	&			ent/Condi		
	PROESSIONAL			ons		
	SERVICES					
Approved	EXCLUSION -	GL228	1.0	Endorseme New	0.00	GL228.PDF
	WATER			nt/Amendm		
	DAMAGE			ent/Condi		
				ons		
Approved	AMENDATORY	CL 0178	1101	Endorseme New	0.00	CL
	ENDORSEMENT			nt/Amendm		0178.PDF
	-ARKANSAS			ent/Condi		
				ons		
Approved	AMENDATORY	AG 0706	0101	Endorseme New	0.00	AG
	ENDORSEMENT			nt/Amendm		0706.PDF
	-ARKANSAS			ent/Condi		
	(AMENDS AG			ons		
	0100)					

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

Approved	AMENDATORY ENDORSEMENT -ARKANSAS	GL 0419	0300	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0419.PDF
Approved	VIRUS OR BACTERIA EXCLUSION	AG 0650	1006	Endorseme New nt/Amendm ent/Condi tions	0.00	AG 0650.PDF
Approved	EXCL-DAMAGE TO WORK PERFORMED BY YOUR OR ON YOUR BEHALF	GL 0350	0602	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0350.PDF
Approved	EXCLUSION- DAMAGE TO WORK PERFORMED BY YOUR OR ON YOUR BEHALF DESIGNATED LOCATIONS OR PROJECTS	GL 0351	0602	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0351.PDF
Approved	LIMITED COVERAGE FOR LOSS BY WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTIST	GL 0353	0602	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0353.PDF
Approved	FARMS	GL 838	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 838.PDF
Approved	RESIDENTIAL	GL 839	2.0	Endorseme New	0.00	GL 839.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

PREMISES				nt/Amendm ent/Condi tions		
Approved	MEDICAL PAYMENTS- DESIGNATED INSUREDS	GL 840	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 840.PDF
Approved	ADDITIONAL INSURED- DESIGNATED PARTY	GL 841	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 841.PDF
Approved	ADDITIONAL INSURED- LESSORS	GL 842	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 842.PDF
Approved	ADDITIONAL INSURED- VENDORS	GL 843	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 843.PDF
Approved	EXCLUSION- DESIGNATED WORK	GL 848	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 848.PDF
Approved	EXCLUSION- DESIGNATED PRODUCTS	GL 849	1.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 849.PDF
Approved	EXCLUSION- DESIGNATED SERVICES	GL 850	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 850.PDF
Approved	EXCLUSION- ERRORS AND OMISSIONS- TESTING OR CONSULTING	GL 0852	0800	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 0852.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

Approved	EXCLUSION- ABUSE OR MOLESTATION	GL 853	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 853.PDF
Approved	EXCLUSION- RIOT, MOB ACTION, OR CIVIL COMMOTION (GOVERNMENT AL SUBDIVISION)	GL 854	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 854.PDF
Approved	EXCLUSION- SPECIFIED HAZARDS (CARNIVALS, CIRCURES, AND FAIRS)	GL 855	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 855.PDF
Approved	EXCLUSION- CORPORAL PUNISHMENT	GL 857	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 857.PDF
Approved	UNDERGROUN D RESOURCES AND EQUIPMENT COVERAGE	GL 858	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 858.PDF
Approved	VESSELS	GL 860	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 860.PDF
Approved	EXCLUSION- BICYCLES	GL 861	2.0	Endorseme New nt/Amendm ent/Condi tions	0.00	GL 861.PDF
Approved	BICYCLE	GL 865	2.0	Endorseme New	0.00	GL 865.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas

Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50

Company Tracking Number: FM AR02679AIF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability

Product Name: SCO - AG Output

Project Name/Number: SCO - AG Output/FM AR02679AIF01

	LIABILITY			nt/Amendm ent/Condi ons		
Approved	CUSTOMER'S AUTOS ON INSURED OR ADJOINING PREMISES	GL 0869	0800	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 0869.PDF
Approved	EXCLUSION- INSURANCE AND RELATED OPERATIONS	GL 871	2.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 871.PDF
Approved	FARM EMPLOYERS LIABILITY COVERAGE	GL 872	2.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 872.PDF
Approved	FARM EMPLOYERS LIABILITY COVERAGE	GL 872	3.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 872.PDF
Approved	EXCLUSION- INSURED'S PRODUCTS	GL 878	2.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 878.PDF
Approved	EXCLUSION- SPECIFIED PREMISES AND OPERATIONS	GL 879	2.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 879.PDF
Approved	CONSTRUCTIO N OF RESIDENCES ON VACANT LAND	GL 880	2.0	Endorseme New nt/Amendm ent/Condi ons	0.00	GL 880.PDF
Approved	EXCLUSION- UNDERGROUN D RESOURCES	GL 0881	0800	Endorseme New nt/Amendm ent/Condi	0.00	GL 0881.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

	OR EQUIPMENT			ons		
Approved	PERSONAL LIABILITY COVERAGE	GL 9	1.0	Endorsement/Amendment/Conditions New	0.00	GL 9.PDF
Approved	THEFT COVERAGE - AMENDED LIMIT	AG 0180	0101	Endorsement/Amendment/Conditions New	0.00	AG 0180.PDF
Approved	JOINT OR DISPUTED LOSS AGREEMENT	CL 0345	0305	Endorsement/Amendment/Conditions New	0.00	CL 0345.PDF
Approved	EXCLUSION - WET ROT, DRY ROT, BACTERIA, FUNGI OR PROTISTS	GL 0348	0602	Endorsement/Amendment/Conditions New	0.00	GL 0348.PDF
Approved	ADDITIONAL INSURED - NON-PROFIT ORGANIZATIONS - MEMBERS, OFFICIALS, AND VOLUNTEER WORKERS	GL 887	3.0	Endorsement/Amendment/Conditions New	0.00	GL 887.PDF
Approved	PESTICIDE OR HERBICIDE APPLICATOR COVERAGE	GL 0891	0800	Endorsement/Amendment/Conditions New	0.00	GL 0891.PDF
Approved	PUNITIVE DAMAGES EXCLUSION - ARKANSAS	GL 894	1.2	Endorsement/Amendment/Conditions New	0.00	GL 894.PDF



AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AMERICAN RELIABLE INSURANCE COMPANY

222 South 15th Street, Suite 600 South
Omaha, Nebraska 68102
800.365.0398

Named Insured:

Agent Name:

Agent #:

Mailing Address:

Address:

Policy Period

From:

To:

Term:

At 12:01 A.M. Standard Time at your mailing address shown above.

Business Description:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

This policy consists of the following Coverage part(s) for which a premium is indicated. This premium may be subject to adjustment.

Company	Coverage	Policy Number	Premium
American Bankers Insurance Company of Florida	Property Coverage		\$
American Bankers Insurance Company of Florida	Inland Marine Coverage		\$
American Bankers Insurance Company of Florida	General Liability Coverage		\$
American Bankers Insurance Company of Florida	Excess Liability Coverage		\$
American Reliable Insurance Company	Auto Coverages		\$
	Excess Liability Coverage		\$
	Other Coverage or Charges		\$
Total Premium			\$

Forms and Endorsements:

Countersigned: ____/____/____ By: _____
Authorized Representative

Agribusiness Schedule of Covered Property Declarations Page

POLICY NUMBER	POLICY PERIOD FROM TO	RENEWAL NUMBER	POLICY TYPE	AGENCY	P
YOU AS NAMED INSURED AND ADDRESS			AGENT		

Loss Payable:

(See Schedule of Additional Interests for Mortgagee and other interests)

This Schedule lists by "Covered location" (Loc No.) and describes the Covered Property. The Coverages applying to the Covered Property are identified in the column for Limit of Insurance, Perils Covered (Perils), Deductible (Ded), Coinsurance (Coins), and Options (Opt) when applicable. The identifying letters are:

SP = - Specified Perils

NP = - Named Perils

OP = - Open Perils

EQ = Causes of Loss - Earthquake

ACV = Actual Cash Value

FRC= Functional Replacement Cost

RC = Replacement Cost

SA = Stated Amount

Loc No.	Coverage or Property Description	Limit of Insurance	Perils	Ded	Coin	Opt
	BLANKET BUILDINGS AND PERSONAL PROPERTY	\$		\$		
	SCHEDULE BUILDING PROPERTY					
	BUILDER'S RISK PROPERTY				100%	
	COMPUTERS					
	MOBILE EQUIPMENT					
	PERSONAL PROPERTY					
	SPECIFICALLY SCHEDULED PROPERTY					
	STOCK -					
	INFLATION PROTECTION					
	<u>ADDITIONAL PROPERTY COVERAGES: -AG 0100</u>					
	CONSEQUENTIAL LOSS	N/A				
	ADDITIONAL DEBRIS REMOVAL EXPENSE	\$10,000				
	EMERGENCY REMOVAL	N/A				
	EMERGENCY REMOVAL EXPENSE	\$10,000				
	FIRE DEPARTMENT SERVICE CHARGES	\$10,000				
	GLASS REPAIR OR REPLACEMENT EXPENSE	N/A				
	INVENTORY AND APPRAISALS EXPENSE	\$5,000				
	POLLUTANT CLEAN UP AND REMOVAL	\$10,000				
	RECHARGE OF FIRE PROTECTION EQUIPMENT	\$10,000				

Loc No.	Coverage or Property Description	Limit of Insurance	Peril	Ded	Coin	Opt
	<u>COVERAGE PROPERTY EXTENSIONS: AG 0100</u>					
	FRAUD OR DECEIT	\$50,000				
	NEWLY ACQUIRED OR CONSTRUCTED BUILDINGS	\$250,000				
	NEWLY ACQUIRED COMPUTERS	\$50,000				
	NEWLY ACQUIRED MOBILE EQUIPMENT	\$100,000				
	PERSONAL EFFECTS	\$10,000				
	PERSONAL PROPERTY – ACQUIRED LOCATIONS	\$250,000				
	PROPERTY AWAY FROM A COVERED LOCATION	\$100,000				
	STOCK – ACQUIRED LOCATIONS	\$250,000				
	TREES, SHRUBS, PLANTS, AND LAWNS	\$2,500				
	<u>SUPPLEMENTAL PROPERTY COVERAGES: AG 0100</u>					
	ACCOUNTS RECEIVABLES	\$5,000				
	BRANDS OR LABELS EXPENSE	\$5,000				
	CARRIER LIABILITY	\$5,000				
	FINE ARTS, FURS, GUNS, JEWELRY, AND METALS	\$5,000				
	LOSS OF USE OF DWELLINGS	\$5,000				
	ORDINANCE OR LAW – INCREASED COSTS	\$10,000				
	OVERSEAS TRANSIT AND LOCATION	\$5,000				
	PROPERTY IN TRANSIT	\$10,000				
	PROPERTY ON EXHIBITION	\$10,000				
	PROPERTY SOLD UNDER INSTALLMENT SALES PLAN	\$5,000				
	SALES REPRESENTATIVE SAMPLES	\$10,000				
	SEWER BACKUP AND WATER BELOW THE SURFACE	\$1,000				
	SPOILAGE (Perils of: Breakdown, Contamination, and/or Power Disruption.)	\$5,000				
	SURFACE WATER RUN-OFF	\$5,000				
	TANK LEAKAGE	\$5,000				
	UTILITY SERVICE INTERRUPTION	\$5,000				
	VALUABLE PAPERS AND RECORDS- COST OF RESEARCH	\$5,000				ACV
	WATERCRAFT	\$5,000				
	WRONGFUL DELIVERY OF LIQUID PROPERTY	\$5,000				
	<u>OTHER PROPERTY COVERAGES: AG 0100</u>					
	HAY		NP			ENDT
	LIVESTOCK		NP			ENDT
	<u>INCOME COVERAGES:</u>					
	BUSINESS INCOME					
	a. Earnings, Rents, and Extra Expense					
	b. Earnings and Extra Expense					
	c. Rents and Extra Expense					
	d. Extra Expense Only					

Attachments: (indicate attachments that apply)

POLICY NUMBER:



AGRIBUSINESS LIABILITY COVERAGE DECLARATIONS

POLICY NUMBER	POLICY PERIOD FROM TO	RENEWAL NUMBER	POLICY TYPE	AGENCY	P
YOU AS NAMED INSURED AND ADDRESS			AGENT		

All Schedules listed on this Declarations are part of this Declarations.

LIMITS OF INSURANCE	
General Aggregate Limit (Other than Products-Completed Operations)	\$
Products-Completed Operations Aggregate	\$
Personal and Advertising injury Limit	\$
Each "Occurrence" Limit	\$
Fire Damage Limit (Any One Fire)	\$
Medical Payment Limit (Any One Person)	\$
Premium	\$

Rating Classification	Code #	Premium Basis*	Rate	Advance Premium

*(m) Admissions; (a) Area; (s) Gross Sales; (p) Payroll; (c) Total Cost; (u) Units; (o) Total Operating Expense; and (t) Other – See Notes

Forms, Endorsements and Schedules that are a part of this Coverage:

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART

The following Table of Contents shows how the policy is organized. It will help "you" locate particular sections of the policy.

TABLE OF CONTENTS

	Page
Agreement	1
Definitions	2
Property Covered	
Building Property	5
Builders' Risk Property	5
Computers	6
Mobile Equipment	6
Personal Property	6
Specifically Scheduled Property	6
Stock	6
Property Not Covered	7
Additional Coverages	8
Coverage Extensions	10
Supplemental Coverages	12
Income Coverage	
Earnings	19
Extra Expense	20
Exclusions and Limitations	20
Income Coverage Extensions	21
Additional Income Coverages	21
Supplemental Income Coverages	22
Optional Income Expense Deductions	23
Perils Covered	24
Perils Excluded	24
Additional Property Not Covered Or Subject To Limitations	30
Other Coverages	30
What Must Be Done In Case Of Loss	33
Valuation	34
How Much We Pay	37
Loss Payment	42
Other Conditions	43

Endorsements and schedules may also be part of this policy. They are identified on the "declarations". Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein, subject to all the "terms" of this policy. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "declarations".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Computer" means:
 - a. "hardware" owned by "you" or in "your" care, custody, or control; or
 - b. "software".

But this does not mean computerized equipment.
4. "Computer hacking" means an unauthorized intrusion by an individual or group of individuals, whether employed by "you" or not, into "hardware", "software", or a "computer" network and that results in but is not necessarily limited to the:
 - a. deletion, destruction, generation, or modification of "software";
 - b. alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
 - c. observation, scanning, or copying of "data";
 - d. damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or processing, recording, or storage media used with "hardware"; or
 - e. denial of access to or denial of services from "your" "hardware", "your" "computer" network, or web site.

5. "Computer virus" means the introduction into a "computer" of any malicious, self-replicating electronic data processing code or other code that results in but is not necessarily limited to the:
 - a. deletion, destruction, generation, or modification of "software";
 - b. alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
 - c. damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or processing, recording, or storage media used with "hardware"; or
 - d. denial of access to or services from "your" "hardware", "your" "computer" network, or web site.
6. "Covered location" means any location or premises described on the "declarations".
7. "Data" means programs, instructions, and information stored on processing, recording, or storage media or microprocessors (firmware) used with "hardware".
8. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
9. "Dependent location" means a location operated by others that "your" business depends on. "Dependent location" includes but is not limited to:
 - a. a contributing location. This is "your" supplier's location. A contributing location does not include a supplier of:
 - 1) water;
 - 2) telecommunications, including but not limited to Internet service providers; or
 - 3) power;

- b. a recipient location. This is a location that receives "your" products;
 - c. a leader location. This is a location that attracts customers to "your" business; or
 - d. a manufacturing location. This is a location that makes products for delivery to "your" customers under contract of sale.
10. "Fine arts" means bona fide works of art of rarity, historical value, or artistic merit including, but not limited to, paintings, etchings, pictures, tapestries, and art glass windows.
11. "Finished stock" means stock manufactured by "you" which is ready to pack, ship, or sell.
12. "Hardware" means a network of electronic machine components capable of accepting instructions and information, processing the information according to the instructions, and producing desired results.
13. "Limit" means the amount of coverage that applies.
14. "Mobile equipment" means:
- a. contractors' equipment, farm machinery and equipment, and similar equipment of a mobile or floating nature;
 - b. self-propelled vehicles designed and used primarily to carry mounted equipment; and
 - c. vehicles designed for highway use that are not licensed and not operated on public roads.
- "Mobile equipment" also means other equipment or vehicles that are specifically described on the "declarations".
15. "Money" means currency, bullion, coins, bank notes in current use, traveler's checks, register checks, and money orders held for sale to the public.
16. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
17. "Perishable stock" means stock preserved and maintained under controlled conditions and susceptible to loss if the controlled conditions change.
18. "Public health authority" means the governmental authority having jurisdiction over "your" operations with respect to the health and hygiene standards needed to protect the general public.
19. "Rents" mean "your" actual loss of:
- a. rental income from a "covered location" as furnished or equipped by "you", less any expenses that do not continue;
 - b. the fair rental value of any part of a "covered location" that "you" occupy, less any expenses that do not continue; and
 - c. other charges for which a tenant is legally obligated and which "you" would otherwise be obligated.
20. "Restoration period" means:
- a. the time it should reasonably take to resume "your" normal business activities at a "covered location" starting from the date of direct physical loss caused by a covered peril, and ending on the date when:
 - 1) the property should be rebuilt, repaired, or replaced; or

- 2) business is resumed at a new permanent location.

This is not limited by the expiration date of the policy.

- b. With respect to Dependent Locations under the Supplemental Income Coverages, "restoration period" also means the time it should reasonably take to resume "your" normal business activities at a "covered location" starting from the date of direct physical loss to property at a "dependent location" caused by a covered peril, and ending on the date when:

- 1) the property at the "dependent location" should be rebuilt, repaired, or replaced; or
- 2) business is resumed at a new, permanent location.

This is not limited by the expiration date of the policy.

- c. Unless otherwise shown by an entry on the "declarations", "restoration period" does not include any increase in time due to the enforcement of any ordinance, law, or decree that regulates or requires:

- 1) the construction, use, repair, or demolition of any property;
- 2) the testing, evaluating, observing, or recording the existence, level, or effects of "pollutants"; or
- 3) the clean up, removal, containment, treatment, detoxification, or neutralization of "pollutants".

21. "Securities" means negotiable and nonnegotiable instruments representing either "money" or other property. This includes tokens, tickets, revenue, or other stamps in current use, and evidences of debt used in connection with credit cards, but does not include "money".

22. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

23. "Software" means:

- a. processing, recording, or storage media used for electronic data processing operations. This includes films, tapes, cards, discs, drums, cartridges, or cells; and
- b. "data".

24. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property or stock in the open; or
- b. the interior of buildings or structures or to personal property or stock inside buildings or structures, unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

25. "Terms" are all provisions, limitations, exclusions, conditions, and definitions used in this policy.
26. "Theft" means any act of stealing, including burglary or robbery.
27. "Valuable papers and records" means all documents, manuscripts, and records which are inscribed, printed, or written or stored on electronic or magnetic media.

28. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover direct physical loss to the following types of property, as described and limited by this policy, and for which a "limit" is shown on the "declarations".

BUILDING PROPERTY

Other than property that is specifically scheduled and property that is specifically excluded by entry on the "declarations", this means buildings and structures at a "covered location", including the following if on or within 1,000 feet of a "covered location":

1. completed additions;
2. fixtures, machinery, and equipment which are a permanent part of a covered building or structure;
3. bins which are an integral part of a covered building or structure and platforms attached to a covered building or structure;
4. outdoor fixtures;
5. personal property owned by "you" and used to maintain or service a covered building or structure or its premises. This includes air conditioning equipment; fire extinguishing apparatus; floor coverings; and appliances for refrigerating, cooking, dishwashing, and laundering;
6. building glass;
7. radio and television towers, antennas, satellite dishes, masts, lead-in wiring, and guy wires; including foundations and any other property that is permanently attached to any of these types of property;

8. awnings or canopies;
9. fences, other than field or pasture fences;
10. signs, whether or not attached to a covered building or structure; and
11. if not covered under the Builders' Risk "terms" of this policy or by other insurance, buildings and additions to buildings under construction, alteration, and repair including:
 - a. materials, equipment, supplies, and temporary structures, on or within 1,000 feet of a "covered location", intended and designated for use in the construction, alteration, and repair of buildings or additions to buildings; and
 - b. "your" contractual liability for the interest of contractors and sub-contractors in buildings and additions to buildings under construction, alteration, and repair such as materials, equipment, supplies, and temporary structures, on or within 1,000 feet of a "covered location", intended and designated for use in the construction, alteration, and repair of buildings or additions to buildings.

BUILDERS' RISK PROPERTY

This means buildings or structures while in the course of construction at a "covered location" that are specifically described on the "declarations" and identified as Builders' Risk Property. This includes the following if on or within 1,000 feet of a "covered location":

1. materials and supplies which will become a permanent part of the described building or structure;
2. foundations, excavations, grading, filling, attachments, permanent fencing, and other permanent fixtures;
3. scaffolding, construction forms, and temporary fencing at the "covered location"; and
4. if not covered by other insurance, temporary structures at the "covered location".

COMPUTERS

This means specifically scheduled "computers" that are individually described on the "declarations" as covered property and for which separate "limits" are shown on the "declarations".

Other than specifically scheduled "computers" and "computers" that are specifically excluded by entry on the "declarations", this also means property that falls within the definition of "computers", when a blanket "limit" for "computers" is shown on the "declarations".

MOBILE EQUIPMENT

This means specifically scheduled "mobile equipment" that is individually described on the "declarations" as covered property and for which a separate "limit" is shown on the "declarations".

Other than specifically scheduled "mobile equipment" and "mobile equipment" that is specifically excluded by entry on the "declarations", this also means property that falls within the definition of "mobile equipment" when a blanket "limit" for "mobile equipment" is shown on the "declarations".

PERSONAL PROPERTY

Other than "computers", "mobile equipment", property that is specifically scheduled, and property that is specifically excluded by entry on the "declarations", this means "your" personal property, other than "your" stock, while at a "covered location" or within 1,000 feet of a "covered location", including:

1. "your" use interest as a tenant in improvements to the buildings or structures. Improvements are fixtures, alterations, installations, or additions:
 - a. to a building or structure "you" occupy but do not own; and
 - b. made or acquired at "your" expense and which cannot be legally removed by "you";
2. leased personal property which "you" have a contractual responsibility to insure;

3. "your" interest in personal property of others to the extent of "your" labor, material, and services;

4. personal property of others. This means personal property of others that is in "your" care, custody, or control.

"Our" payment for loss to personal property of others will only be for the benefit of the owners of the personal property; and

5. if shown by an entry on the "declarations", household personal property that is usual to the residential occupancy of a dwelling in which "you" reside at a "covered location".

At "your" option, this includes household personal property owned by or used by:

- a. a guest or domestic employee while it is in that part of "your" residential premises at the "covered location"; and
- b. others who reside in dwellings at a "covered location".

SPECIFICALLY SCHEDULED PROPERTY

This means property that is specifically described on the "declarations" as covered property and for which a separate "limit" is shown on the "declarations".

Items that are specifically described on the "declarations" and covered as Specifically Scheduled Property will not be subject to "terms" under Property Not Covered that exclude or restrict coverage for the specifically described item.

STOCK

Other than property that is specifically scheduled and property that is specifically excluded by entry on the "declarations", this means "your" stock, while at a "covered location" or within 1,000 feet of a "covered location", including:

1. grain, seed, and other agricultural products;
2. raw materials;

3. goods in process and finished goods;
4. goods held in storage or for sale;
5. stock of others. This means stock of others that is in "your" care, custody, or control; and
6. supplies used in packing or shipping.

PROPERTY NOT COVERED

1. **Airborne and Waterborne Property** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover airborne or waterborne property unless the property is being transported by regularly scheduled airlines or ferry service.
2. **Aircraft and Watercraft** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover aircraft or watercraft, including their motors, equipment, and accessories, that are operated principally away from a "covered location". However, "we" do cover:
 - a. aircraft or watercraft and their motors, equipment, and accessories that "you" manufacture, process, warehouse, or hold for sale; and
 - b. rowboats or canoes out of water at a "covered location".
3. **Animals** -- "We" do not cover animals, including, but not limited to birds, livestock, poultry, fish, insects, and worms. This exclusion does not apply to the extent that coverage is provided by endorsement to this policy for a specific animal or a specific class of animals.
4. **Automobiles and Vehicles** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed and used for over-the-road transportation of people or cargo. However, "we" do cover "mobile equipment", to the extent that a "limit" for "mobile equipment" is shown on the "declarations".
5. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
6. **Crops** -- "We" do not cover growing crops.
7. **Exports and Imports** -- "We" do not cover exported or imported property that is covered under any ocean marine cargo insurance policy or any similar policy obtained to cover exports and imports.
8. **Fences** -- "We" do not cover field or pasture fences.
9. **Fine Arts** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover "fine arts".
10. **Foundations** -- Except to the extent that coverage may be provided under the Builders' Risk "terms", "we" do not cover foundations of buildings or machinery (including boilers) which are below the lowest basement floor or, if there is no basement, below the surface of the ground.
11. **Furs** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover furs or fur garments.
12. **Guns** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover guns.
13. **Hay, Straw, and Fodder** -- "We" do not cover hay, straw, or fodder. This exclusion does not apply to stock held for retail sale or to the extent that coverage is provided by endorsement to this policy for hay, straw, and fodder.
14. **Jewelry, Watches, Jewels, Pearls, Precious Stones, and Metals** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover jewelry; watches; watch movements; jewels; pearls; precious or semi-precious stones; gold, silver, or other precious metals; or items consisting primarily of precious metals.

15. **Land, Water, and Cost of Excavation** -- "We" do not cover:
- land, including land on which the covered property is located;
 - underground or surface water; or
 - cost of excavations, grading, or filling.
16. **Money and Securities** -- "We" do not cover "money" and "securities".
17. **Newly Acquired and Newly Constructed Buildings** -- Except to the extent that coverage may apply under the Builders' Risk "terms" or may be provided by a Coverage Extension, "we" do not cover buildings acquired or constructed after the inception date of this policy.
18. **Property More Specifically Insured** -- "We" do not cover property which is more specifically insured in whole or in part by any other insurance. "We" do cover the amount in excess of the amount due from the more specific insurance.
19. **Property of Others** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover property of others for which "you" are responsible as:
- a carrier for hire; or
 - an arranger of transportation. This includes carloaders, consolidators, brokers, freight forwarders, and shipping associations.
20. **Property You Have Sold** -- "We" do not cover property that "you" have sold after it has been delivered. However, this does not apply to property that "you" have sold under an agreement to install where "your" responsibility continues until the property is accepted by the buyer.

21. **Silverware, Goldware, and Pewterware** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover silverware, goldware, pewterware, or items plated with gold or silver.
22. **Trees, Shrubs, Plants, and Lawns** -- Except to the extent that coverage may be provided by a Coverage Extension, "we" do not cover outdoor trees, shrubs, plants, and lawns.
23. **Underground Pipes, Flues, and Drains** -- "We" do not cover underground pipes, flues or drains.
24. **Valuable Papers and Records** -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover the cost to reproduce, replace, or restore lost information on lost or damaged "valuable papers and records".

ADDITIONAL COVERAGES

The following Additional Coverages represent additional insurance, unless otherwise indicated.

Additional Coverages that represent additional insurance are not subject to and not considered in applying coinsurance when coinsurance conditions otherwise apply.

Each Additional Coverage is subject to the applicable deductible, unless otherwise indicated.

1. **Consequential Loss** -- "We" pay for the consequential loss of undamaged stock that is covered property under the "terms" of this policy. Consequential loss means the loss of value of an undamaged part or parts of a stock which becomes unmarketable. It must be unmarketable due to a physical loss to another part or parts of the stock caused by a covered peril.

This coverage is part of and not in addition to the applicable "limit" for coverage described as stock under Property Covered.

2. **Debris Removal** -- "We" pay the cost to remove the debris of covered property following loss caused by a covered peril. This coverage does not include costs to:

- a. extract "pollutants" from land or water; or
- b. remove, restore, or replace polluted land or water.

The most "we" will pay for this coverage is 25% of the covered loss to all property before any deductible is applied. "We" will not pay more for direct physical loss to property and debris removal combined than the "limit" for the damaged property.

However, if the sum of the covered loss and debris removal expense exceeds the "limit" for the covered property or the debris removal expense exceeds the amount payable under this coverage, "we" will pay an additional amount for debris removal expense, subject to the Additional Debris Removal Expense "limit" shown on the "declarations".

The expenses are paid only if they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

3. **Emergency Removal** -- "We" pay for direct physical loss to covered property while it is moved or being moved to prevent a loss caused by a covered peril. This coverage applies for up to 30 days after the property is first moved, but does not extend past the date on which this policy expires. This does not increase the "limit" that applies to the covered property.
4. **Emergency Removal Expense** -- Subject to the Emergency Removal Expense "limit" shown on the "declarations", "we" cover "your" reasonable expenses to move or store covered property to prevent a loss caused by a covered peril. This coverage applies for up to 30 days after the property is first moved, but does not extend past the date on which this policy expires.

No deductible applies.

5. **Fire Department Service Charges** -- Subject to the Fire Department Service Charges "limit" shown on the "declarations", "we" cover "your" liability, assumed by contract or agreement, for fire department service charges.

This coverage is limited to charges incurred when the fire department is called to save or protect covered property from a covered peril.

No deductible applies.

6. **Glass Repair or Replacement Expense** -- When a covered loss involves damage to or breakage of building glass, "we" will also pay necessary expenses "you" incur:

- a. to put up temporary plates or boarding;
- b. for the repair or replacement of frames immediately encasing the damaged glass; and
- c. to remove or replace obstructions when repairing or replacing damaged glass.

This coverage is part of and not in addition to the applicable "limit" for coverage described as Building Property or Builders' Risk Property under Property Covered.

7. **Inventory and Appraisals Expense** -- Subject to the Inventory and Appraisals Expense "limit" shown on the "declarations", "we" pay the reasonable expenses for taking inventory and appraisals that "you" incur at "our" request to assist "us" in the determination of the amount of a covered loss.

"We" do not pay for:

- a. any expenses incurred under the Other Conditions, Appraisal "terms" of this coverage part; or
- b. any public adjusters' fees.

No deductible applies.

When this policy includes one or more Crime Coverages, this Additional Coverage can be extended to cover reasonable expenses "you" incur, at "our" request, to prove "your" claim and to determine the amount of the loss or damage covered under the Crime "terms".

8. **Pollutant Clean Up and Removal** -- Subject to the Pollutant Clean Up and Removal "limit", when shown on the "declarations", "we" cover expenses "you" incur to extract "pollutants" from land or water at a "covered location" if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" will pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The Pollutant Clean Up and Removal "limit" shown on the "declarations" is the most "we" will pay for each "covered location" for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

No deductible applies unless an entry is made on the "declarations" to show a Pollutant Clean Up and Removal deductible amount.

9. **Recharge of Fire Protection Equipment** -- Subject to the Recharge of Fire Protection Equipment "limit" shown on the "declarations", "we" cover expenses "you" incur to recharge "your" automatic fire extinguishing equipment, including hydrostatic testing, if needed, or hand held fire extinguishing equipment when the equipment is discharged:
- to fight a fire; or
 - as a result of a covered peril.

However, "we" do not pay for "your" expenses to recharge equipment as a result of a discharge during testing or installation.

If it is less expensive to do so, "we" will pay "your" costs to replace "your" automatic fire extinguishing equipment or hand held fire extinguishing equipment rather than recharge the equipment.

No deductible applies.

COVERAGE EXTENSIONS

Each Coverage Extension described below applies only when a "limit" for that extension is shown on the "declarations".

Coverage extensions, when provided, apply to direct physical loss caused by a covered peril, and apply as part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The Coverage Extensions are not subject to and not considered in applying coinsurance when coinsurance conditions otherwise apply.

Each Coverage Extension is subject to the applicable deductible, unless otherwise indicated.

1. **Fraud or Deceit** -- "You" may extend the "limit" that applies to a covered item of property to cover the "theft" of that property when "you" or "your" agents, customers, or consignees are fraudulently induced to part with the property:
 - to persons who falsely represent themselves as the proper persons to receive the property; or
 - by the acceptance of fraudulent bills of lading or shipping receipts.

The Fraud or Deceit "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

2. **Newly Acquired Computers** -- "You" may extend the "limit" that applies to "computers" to cover "computers" that "you" acquire during the policy period.

The "terms" of this Coverage Extension apply only during the policy period that is in effect when the "computers" are acquired.

The Newly Acquired Computers "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

3. **Newly Acquired or Constructed Buildings** -- "You" may extend the "limit" that applies to building property at a "covered location" to cover additional buildings or structures:

- a. at a new location that "you" acquire during the policy period; or
- b. that are being built at a "covered location".

Under this Coverage Extension, "we" cover a newly acquired or constructed building or structure only if it is used in a way that is similar to the use of a covered building or structure at a "covered location" or that is to be used as a warehouse.

A newly acquired or constructed building or structure will be covered under the "terms" of this Coverage Extension only during the policy period that is in effect when the building or structure is first acquired or when construction first begins.

The Newly Acquired or Constructed Buildings "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

4. **Newly Acquired Mobile Equipment** -- "You" may extend the "limit" that applies to "mobile equipment" to cover those items of "mobile equipment" that "you" acquire during the policy period and that fall under item a., b., or c. of the definition of "mobile equipment".

The "terms" of this Coverage Extension apply only during the policy period that is in effect at the time when the "mobile equipment" is acquired.

The Newly Acquired Mobile Equipment "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

5. **Personal Effects** -- "You" may extend the "limit" that applies to personal property at or within 1,000 feet of a "covered location" to cover personal effects owned by "you"; "your" officers; "your" partners; "your" members or managers, if "you" are a limited liability company; or "your" employees while such property is located on or within 1,000 feet of a "covered location", but only if coverage for such property is not otherwise provided by this policy.

The Personal Effects "limit", when shown on the "declarations", is the most "we" will pay per occurrence at each "covered location" under this Coverage Extension.

6. **Personal Property -- Acquired Locations** -- "You" may extend the "limit" that applies to personal property at or within 1,000 feet of a "covered location" to cover personal property at locations that "you" acquire during the policy period.

This coverage applies only at an acquired location that is used in a way that is similar to the use of a "covered location" or that is to be used as a warehouse. This coverage does not apply to personal property at fairs or exhibitions.

The "terms" of this Coverage Extension apply only during the policy period that is in effect at the time when the location is acquired.

The Personal Property -- Acquired Locations "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

7. **Property Away From a Covered Location** -- "You" may extend the "limit" that applies to personal property or stock at or within 1,000 feet of a "covered location" while that property is temporarily away from a "covered location".

This coverage does not apply to property:

- a. in or on a vehicle, a rail car, an aircraft, or other conveyance;
- b. in the care, custody, or control of "your" salesperson;
- c. at any fair or exhibition; or
- d. while at a foreign location outside of the boundaries described under Other Conditions, Territorial Limits, or in transit to or from a foreign location.

The Property Away From a Covered Location "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

8. **Stock -- Acquired Locations** -- "You" may extend the "limit" that applies to "stock" at a "covered location" to cover "your" stock at locations that "you" acquire during the policy period.

This coverage applies only at an acquired location that is used in way that is similar to the use of a covered "covered location" or that is to be used as a warehouse. This coverage does not apply to stock at fairs or exhibitions.

The "terms" of this Coverage Extension apply only during the policy period that is in effect at the time when the location is acquired.

The Stock -- Acquired Locations "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

9. **Trees, Shrubs, Plants, and Lawns** -- "You" may extend the "limit" that applies to building property at a "covered location" to cover "your" outdoor trees, shrubs, plants, and lawns that are not "your" stock.

"We" only cover loss caused by fire, lightning, explosion, riot or civil commotion, or falling objects.

The Trees, Shrubs, Plants, and Lawns "limit", when shown on the "declarations", includes the cost to remove the debris of the covered item.

The Trees, Shrubs, Plants, and Lawns "limit", when shown on the "declarations", is the most "we" will pay per occurrence for all loss under this Coverage Extension.

SUPPLEMENTAL COVERAGES

Each Supplemental Coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

Each "limit" shown on the "declarations" for a Supplemental Coverage applies on a per occurrence basis.

Unless otherwise stated, each Supplemental Coverage applies to direct physical loss caused by a covered peril.

The Supplemental Coverages, when provided, represent additional insurance. They are not subject to or considered in applying coinsurance when coinsurance conditions otherwise apply.

Each Supplemental Coverage is subject to the applicable deductible, unless otherwise indicated.

1. **Accounts Receivable** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover losses and expenses that "you" incur as a result of loss or damage to "your" records of accounts receivable. Losses and expenses under this coverage mean:

- a. all sums due "you" from customers, provided "you" are unable to effect collection;
- b. interest charges on any loan used to offset impaired collections pending prepayment of such sums made uncollectible by loss or damage;
- c. collection expenses in excess of normal collection costs made necessary because of loss or damage; and
- d. other reasonable expenses incurred by "you" in recreating records of accounts receivable following such loss or damage.

No deductible applies.

2. **Brands or Labels Expense** -- "We" have the option to take all or any part of covered stock damaged by a covered peril at the agreed or appraised value. "You" may stamp salvage or remove any brands or labels from the stock or its containers. "You" must not damage the stock or containers when "you" remove the brands or labels. "You" must relabel the stock or its containers if required by law.

Subject to the Brands or Labels Expense "limit", when shown on the "declarations", "we" pay expenses that "you" incur to stamp or remove brands or labels.

No deductible applies.

3. **Carrier Liability** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover "your" legal liability for loss to property of others that "you" become legally obligated to pay as a common or contract carrier as a result of a bill of lading, contract of carriage, or shipping receipt issued by "you".

"We" cover direct physical loss to property of others in due course of transit while:

- a. under "your" care, custody, and control; and

- b. in or on a vehicle owned or leased by "you" and that is operated by "you".

"We" cover freight charges earned by "you" from the point of shipment to the point of loss, if such charges are unpaid and not collectible from the shipper or prepaid, but required to be refunded to the shipper.

"We" do not pay for costs, expenses, fees, fines, penalties, or damages resulting from "your" violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim.

Under Property Not Covered, item 19., Property of Others, does not apply to the extent that coverage is provided under this Supplemental Coverage.

4. **Fine Arts, Furs, Guns, Jewelry, and Metals** --

- a. Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to the types of property listed:

- 1) "fine arts", while at a "covered location";
- 2) furs or fur garments;
- 3) guns;
- 4) jewelry; watches; watch movements; jewels; pearls; precious or semi-precious stones; gold, silver, or other precious metals; or items consisting primarily of precious metals; and
- 5) silverware, goldware, pewterware, or items plated with gold or silver.

The Fine Arts, Furs, Guns, Jewelry, and Metals "limit", is the most "we" will pay for loss to all such property in any one occurrence.

- b. The Fine Arts, Furs, Guns, Jewelry, and Metals "limit", when shown on the "declarations", also applies to "your" "fine arts" while:

- 1) temporarily on display or exhibit away from a "covered location"; or

- 2) in transit between a "covered location" and a location where the "fine arts" will be temporarily on display or exhibit.

The Fine Arts, Furs, Guns, Jewelry, and Metals "limit" cannot be combined with the "limits" for Property in Transit or Property on Exhibition.

5. **Loss of Use of Dwellings** -- Subject to the "limit" for this coverage, when shown on the "declarations":

- a. "We" cover the necessary and reasonable increase in living costs that "you" incur to maintain the normal standard of living of "your" household when a part of the "covered location" is made unfit for use by a covered loss, if:
 - 1) the dwelling in which "you" reside is covered property under the "terms" of this policy; or
 - 2) "you" are a tenant of a dwelling that is located at a "covered location" and the contents of that dwelling are covered property under the "terms" of this policy.

"We" pay only for the period of time reasonably required to make the "covered location" fit for use or until "your" household is permanently relocated, whichever is shorter. This period of time is not limited by the policy period.

- b. At "your" option, "we" also cover the increase in living costs incurred by others whose principal place of residence is in a building or structure that is covered under the "terms" of this policy, if a part of the "covered location" is made unfit for use by a covered loss.

"We" pay only the necessary and reasonable increase in living costs:

- 1) needed to maintain the normal standard of living of their household; and

- 2) for the period of time reasonably required to make the "covered location" fit for use or until their household is permanently relocated, whichever is less. This period of time is not limited by the policy period.

- c. "We" pay additional living costs for up to two weeks if a premises neighboring the "covered location" is damaged by a peril covered under this policy and those who reside at the "covered location" may not, by order of civil authority, use the "covered location". This period of time is not limited by the policy period.

6. **Ordinance or Law -- Increased Costs**

- a. **Increased Cost to Repair** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover the following when a covered building or structure is damaged by a covered peril:

- 1) the increased cost to repair, rebuild, or reconstruct damaged portions of a covered building or structure; and
- 2) the increased cost to repair, rebuild, or reconstruct undamaged portions of a covered building or structure whether or not those undamaged portions need to be demolished,

as a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril causes loss to a covered building or structure.

However, "we" will not pay for any increased cost that results from the enforcement of an ordinance, law, or decree that "you" were required to comply with prior to the loss, but failed to do so.

If a covered building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.

"We" do not cover the increased cost of construction until the covered building or structure is actually repaired or replaced and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.

b. **Cost to Demolish and Clear Site --**

When a "limit" is shown on the "declarations" for Ordinance or Law -- Increased Costs, that "limit" also applies to the cost to demolish and clear the site of undamaged parts of the covered building or structure that is damaged by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril causes loss to a covered building or structure.

c. **Pollutants --** "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants".

d. **What We Pay if the Building Is Repaired or Replaced --** If the covered building or structure is repaired or replaced, "we" pay the lesser of:

- 1) the amount "you" actually spend to demolish and clear the site, plus the actual increased cost to repair, rebuild, or construct the property but not for more than a building or structure of the same height, floor area, and style; or
- 2) the Increased Costs -- Ordinance or Law "limit" shown on the "declarations".

e. **What We Pay if the Building Is Not Repaired or Replaced --** If the covered building or structure is not repaired or replaced, "we" pay the lesser of:

- 1) the amount "you" actually spend to demolish and clear the site, plus the cost "you" would have incurred to replace the damaged or destroyed property with other property:

- a) of like kind and quality;
- b) of the same height, floor area, and style; and
- c) used for the same purpose; or

- 2) the Increased Costs -- Ordinance or Law "limit" shown on the "declarations".

7. **Overseas Transit and Location --** Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to the personal property described below while temporarily at a foreign location outside of the boundaries described under Other Conditions, Territorial Limits, or in transit to or from a temporary foreign location.

a. **Covered Personal Property --** "We" only cover the following personal property under this Supplemental coverage:

- 1) personal effects owned by "you"; "your" officers; "your" partners; "your" members or managers, if "you" are a limited liability company; or "your" employees;
- 2) "your" portable "computers", meaning:
 - a) laptops, palmtops, notebook PCs;
 - b) other portable "computer" devices; and
 - c) accessories including, but not limited to multimedia projectors;
- 3) personal property while temporarily on display or exhibit; or
- 4) samples of "your" stock and containers and similar property of others:
 - a) in the custody of "your" sales representatives and agents or in "your" custody while acting as a sales representative; or

- b) in transit between "your" "covered location" and "your" sales representatives.

- b. **General Average Charges** -- As part of this Supplemental Coverage, "we" also cover "your" contribution to General Average and Salvage Charges payable according to United States laws and/or, according to the York-Antwerp Rules, whichever is stated in the shipping receipt or bill of lading.

"We" pay only the proportion of General Average and Salvage Charges that the insured value of "your" covered property (less any loss or damage to "your" property) bears to the actual contributory value of "your" covered property. Contributory value means the value of "your" covered property that will be used to calculate "your" contribution to the apportionment of the General Average or Salvage Charges.

- c. **Additional Property Not Covered** -- In addition to the property described under Property Not Covered, "we" do not pay for loss to personal property under this Supplemental Coverage if:

- 1) the property is shipped via mail;
- 2) the property is also covered under any ocean marine cargo insurance policy or any similar policy;
- 3) "you" are required to provide a negotiable ocean cargo policy or certificate to any seller, buyer, or bank; or
- 4) the property is shipped to or is located in a country that is the subject of a trade embargo, economic sanctions, or other trade restrictions by the government of the United States of America.

The "limit" provided under this Supplemental Coverage cannot be combined with the "limits" for Property in Transit, Property on Exhibition, or Sales Representative Samples.

- 8. **Property in Transit** -- Subject to the "limit" for this coverage, when shown on the "declarations", property that is covered as personal property or stock while at a "covered location" is also covered while in transit, regardless if the loss involves one or more vehicles, conveyances, containers, trailers, or any combination of these.

This coverage does not apply to property in the care, custody, or control of "your" sales representatives.

The Property in Transit "limit" cannot be combined with the "limits" for Fine Arts, Furs, Guns, Jewelry, and Metals or Property on Exhibition.

- 9. **Property on Exhibition** -- Subject to the "limit" for this coverage, when shown on the "declarations", property that is covered as personal property or stock while at a "covered location" is also covered while temporarily on display or exhibit at locations "you" do not regularly occupy.

The Property on Exhibition "limit" cannot be combined with the "limits" for Fine Arts, Furs, Guns, Jewelry, and Metals or Property in Transit.

- 10. **Property Sold Under Installment Sales Plan** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to stock that is sold by "you" under an installment sales plan, meaning:

- a. a conditional sale or trust agreement; or
- b. any deferred payment plan.

"We" cover stock sold by "you" under an installment sales plan while in transit to the purchaser or after delivery to the purchaser.

The "limit" provided under this Supplemental Coverage cannot be combined with the "limit" for Property in Transit.

11. **Sales Representative Samples** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to samples of "your" stock (including containers) and similar property of others.

This coverage applies to samples of "your" stock while the property is:

- a. in the custody of "your" sales representatives and agents;
- b. in "your" custody while acting as a sales representative; or
- c. in transit between "your" "covered locations" and "your" sales representatives.

12. **Sewer Backup and Water Below the Surface** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss caused by:

- a. water that backs up through a sewer or drain; or
- b. water below the surface of the ground including, but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

13. **Spoilage** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover loss to "your" "perishable stock" caused by a Spoilage Peril, as shown on the "declarations" and described below, while at a "covered location". This includes "your" interest in similar property that belongs to others.

- a. Spoilage Perils:

- 1) Breakdown -- This means a change in temperature or humidity resulting from:

- a) mechanical breakdown;
- b) malfunction; or

- c) failure

of the refrigeration system, or the equipment or apparatus controlling the refrigeration system.

- 2) Contamination -- This means contamination by the refrigerant of the refrigeration system.

- 3) Power Disruption -- This means a change in temperature or humidity resulting from:

- a) complete or partial lack of electrical power; or
- b) fluctuation of electrical current

due to conditions beyond "your" control.

- b. Spoilage Exclusions -- The following exclusions are added with respect to this Supplemental Coverage:

- 1) Disconnection or Deactivation -- "We" do not pay for loss caused by the disconnection of the refrigeration system from the source of power, or the deactivation of electrical power caused by turning off a switch or other device used to control the electrical current or power.

- 2) Glass Breakage -- "We" do not pay for loss caused by the breakage of any glass that is a permanent part of the refrigeration system.

- 3) Inability to Provide Sufficient Power -- "We" do not pay for loss caused by:

- a) the inability of an electrical utility company or other power source to provide sufficient power due to governmental order or lack of fuel; or
- b) the lack of generating capacity at a "covered location" to meet demand.

- 4) Loss of Use -- Unless otherwise shown on the "declarations", "we" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.

c. **Additional Condition, Refrigeration Maintenance or Service Agreement --**

"We" do not cover loss if "you" do not notify "us" as soon as reasonably possible when:

- 1) "you" voluntarily discontinue or terminate; or
- 2) "you" know of any suspension, termination, cancellation, or impairment of

an applicable refrigeration maintenance or service agreement. This condition does not apply when factors away from a "covered location" result in the complete or partial lack of electrical power or fluctuation of electrical current at a "covered location".

14. **Surface Water Run-Off** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover loss to covered liquid property stored in a permanently installed bulk storage tank caused by surface water run-off, if the permanently installed bulk storage tank is also covered property under the "terms" of this policy.

15. **Tank Leakage** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover loss to covered liquid property stored in an aboveground tank caused by leakage that is the result of a sudden and accidental breaking, failure, or malfunction of the tank or its apparatus, if the tank and its apparatus are also covered property under the "terms" of this policy.

The "limit" for this coverage, when shown on the "declarations", also applies to cover expenses "you" incur to extract covered liquid property from land or water following leakage from an aboveground tank as described under this Supplemental Coverage.

The expenses are paid only if they are reported to "us" in writing within 180 days from the date the leakage occurs.

However, "we" do not pay for:

- a. damage to the tank or its apparatus;
- b. damage to other property resulting from the leakage;
- c. repeated seepage or leakage or shortage of liquid product disclosed on taking inventory; or
- d. the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" will pay the cost of testing which is necessary for the extraction of the covered liquid property from land or water.

The "limit" provided under this Supplemental Coverage, when applicable, cannot be combined with the "limit" shown on the "declarations" for Pollutant Clean Up and Removal.

16. **Utility Service Interruption** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to covered property, other than "perishable stock", caused by the interruption of a utility service to a "covered location".

The interruption must result from direct physical loss or damage to property of the type listed below that is not located in a covered building or structure and that is owned by a utility, a landlord, or another supplier who provides "you" with power or gas; telecommunications, including Internet access; or water, including waste water treatment. However, "we" do not cover loss caused by the interruption of service provided by a specific type of utility for which an entry is made on the "declarations" to show that Utility Service Interruption does not apply.

Utility service property includes:

- a. generating plants;
- b. sub stations;
- c. switching stations;

- d. power transmission lines, including overhead transmission lines, unless an entry on the "declarations" shows that overhead transmission power lines are not included;
- e. communications, microwave, radio, telephone, or television microwave transmission facilities, other than satellites;
- f. communication transmission lines, including fiber optic transmission lines, unless an entry on the "declarations" shows that overhead communication transmission lines are not included;
- g. water storage and pumping stations; and
- h. water mains.

17. **Valuable Papers and Records - Cost of Research** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover the cost of research or other expenses necessary to reproduce, replace, or restore lost information on lost or damaged "valuable papers and records" for which duplicates do not exist.

18. **Watercraft** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to watercraft including their trailers, furnishings, equipment, and motors.

19. **Wrongful Delivery of Liquid Property** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover loss to covered liquid property that is damaged, devalued, or made unusable as a result of the wrongful delivery of that liquid property into a permanently installed bulk storage tank.

INCOME COVERAGE

1. A coverage option listed below applies when that option and a corresponding "limit" are shown on the "declarations".

- a. Earnings, Rents, and Extra Expense
- b. Earnings and Extra Expense
- c. Rents and Extra Expense
- d. Extra Expense Only

When Earnings, Rents and Extra Expense is shown on the "declarations", Earnings includes "rents". When Rents and Extra Expense is shown on the "declarations", Earnings includes only "rents".

2. The coverage provided under these "terms" applies during the "restoration period" when, during the policy period, "your" normal business activities are necessarily interrupted, totally or partially, by direct physical loss to property as a result of a covered peril.

This coverage applies only when:

- a. the loss to real or personal property or stock occurs on or within 1,000 feet of a "covered location"; or
- b. there is direct physical loss to covered "computers" or covered "mobile equipment" or other property covered on a specifically insured basis.

"We" will pay only the loss of earnings, if applicable, and extra expenses incurred within 12 consecutive months after the date of direct physical loss or damage to property.

EARNINGS

"We" cover "your" actual loss of net income (net profit or loss before income taxes) that would have been earned or incurred, had there been no direct physical loss or damage to property caused by or resulting from a covered peril, and continuing operating expenses normally incurred by "your" business, including but not limited to payroll expense.

"Your" loss of net income does not include income that might have been incurred as a result of business conditions arising out of the peril that caused the direct physical damage that interrupted "your" business activities.

EXTRA EXPENSE

"We" cover only the extra expenses that are necessary during the "restoration period" that "you" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered peril.

"We" cover any extra expense to avoid or reduce the interruption of business and continue operating at a "covered location", replacement location, or a temporary location. This includes expenses to relocate and costs to outfit and operate a replacement or temporary location.

"We" will also cover any extra expense to reduce the interruption of business if it is not possible for "you" to continue operating during the "restoration period".

To the extent that they reduce a loss otherwise payable under the Income Coverage provided by this policy, "we" will cover any extra expenses to:

1. repair, replace, or restore any property; and
2. research, replace, or restore information on damaged "valuable papers and records".

EXCLUSIONS AND LIMITATIONS

Income Coverage is subject to the following additional exclusions and limitations.

1. **Finished Stock** -- "We" do not cover loss to earnings caused by or resulting from damage to "finished stock" or the time required to reproduce "finished stock".

However, this does not apply to "finished stock" at a retail outlet that is a "covered location".

2. **Leases, Licenses, Contracts, or Orders** -- "We" do not cover any increase in loss due to the suspension, lapse, or cancellation of leases, licenses, contracts, or orders.

However, "we" do cover loss during the "restoration period" if the suspension, lapse, or cancellation results directly from the interruption of "your" business.

"We" do not cover any extra expense caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders beyond the "restoration period".

3. **Mobile Equipment Rental Reimbursement** -- "We" will not reimburse "you" for the rental of replacement "mobile equipment":

- a. if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense;
- b. unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the direct physical damage occurs; and
- c. until after 72 hours have passed since the covered "mobile equipment" was damaged by a covered peril, unless otherwise shown on the "declarations". After 72 hours or the number of hours shown on the "declarations" have passed, "we" will only reimburse "you" for the rental expense that "you" actually incur.

4. **Radio and Television Antennas** -- Unless otherwise shown on the "declarations", "we" do not cover loss of earnings or extra expense caused by damage to any radio or television antenna or related lead-in wiring, mast, or tower.

5. **Software** -- Unless otherwise shown on the "declarations", "we" do not cover loss of earnings caused by damage to or loss of "software" beyond:

- a. 60 consecutive days (or the number of consecutive days shown on the "declarations") from the date of loss; or
- b. the time from the date of loss until the date other property damaged by the same occurrence could have reasonably been rebuilt, repaired, or replaced with similar materials,

whichever is longer.

6. **Strikes, Protests, and Other Interference**
-- "We" do not cover any increase in loss due to interference by strikers or other persons at a "covered location". This applies to interference with rebuilding, repairing, or replacing the property or with resuming "your" business.

INCOME COVERAGE EXTENSIONS

The following Income Coverage Extensions are part of and not in addition to the applicable Income Coverage "limit".

Each Income Coverage Extension is subject to the applicable deductible, unless otherwise indicated.

1. **Interruption by Civil Authority** -- "You" may extend "your" coverage for earnings and extra expense to include loss sustained while access to a "covered location" or a "dependent location" is specifically denied by an order of civil authority. This order must be a result of direct physical loss of or damage to property, other than at a "covered location", and must be caused by a covered peril. The coverage provided by this extension is limited to 30 days from the date of the order.
2. **Period of Loss Extension After Business Resumes** --
 - a. "You" may extend "your" coverage for Earnings to include loss from the date the property, other than "finished stock", that incurred the loss is rebuilt, repaired, or replaced and business is resumed or tenantability is restored until:
 - 1) the end of 90 consecutive days, unless otherwise shown on the "declarations"; or
 - 2) the date "you" could reasonably restore "your" business to the level that would generate the Earnings or "Rents" that "you" would have earned had no loss or damage occurred,

whichever is earlier.

- b. The Period of Loss Extension does not apply to loss of net income incurred as a result of unfavorable business conditions caused by or resulting from a covered peril.

3. **Grain Storage Income** -- "You" may extend "your" coverage for earnings to cover actual loss "you" sustain when "you" are prevented from completing contracts for grain storage due to loss at a "covered location" that is caused by a covered peril.

Unless otherwise shown on the "declarations", "we" will pay the actual loss of contractual storage earnings sustained for a period of 90 days beyond the "restoration period".

4. **Seasonal Coverage** -- "You" may extend "your" coverage for earnings to cover actual loss "you" sustain when "you" are unable to obtain, receive, store, or otherwise process seasonal crops or foodstuffs, due to loss at a "covered location" that is caused by a covered peril.

Unless otherwise shown on the "declarations", "we" will pay the actual loss "you" sustain for a period of 365 days or during the "restoration period", if that is longer.

ADDITIONAL INCOME COVERAGES

The following Additional Income Coverages represent additional insurance and are not subject to and not considered in applying coinsurance when coinsurance conditions otherwise apply.

Each Additional Income Coverage is subject to the applicable deductible, unless otherwise indicated.

1. **Newly Acquired Locations, Earnings and Extra Expense** -- When an Income Coverage "limit" for Newly Acquired Locations, Earnings and Extra Expense is shown on the "declarations", "you" may extend "your" coverage for Earnings and Extra expense to cover loss at any location "you" acquire during the policy period.

The "terms" of this Additional Income Coverage apply only during the policy period that is in effect at the time when "you" acquire the location.

The Income Coverage "limit" for Newly Acquired Locations is the most that "we" will pay for loss under this coverage.

2. **Newly Acquired Locations, Extra Expense Only** -- When an Extra Expense "limit" for Newly Acquired Locations is shown on the "declarations", "you" may extend "your" coverage for Extra Expense to cover loss at any location "you" acquire during the policy period.

The "terms" of this Additional Income Coverage apply only during the policy period that is in effect at the time when "you" acquire the location.

The Extra Expense "limit" for Newly Acquired Locations is the most that "we" will pay for loss under this coverage.

SUPPLEMENTAL INCOME COVERAGES

Each Supplemental Income Coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

Each "limit" shown on the "declarations" for a Supplemental Income Coverage applies on a per occurrence basis.

Unless otherwise stated, each Supplemental Income Coverage applies to loss caused by a covered peril.

The Supplemental Income Coverages, when provided, represent additional insurance; and are not subject to or considered in applying coinsurance, when coinsurance conditions otherwise apply.

Each Supplemental Income Coverage is subject to the applicable deductible, unless otherwise indicated.

1. **Public Health Shutdown** -- Subject to the "limit" for this coverage, when shown on the "declarations", "your" coverage for Earnings and/or Extra Expense includes loss that occurs if a "public health authority" orders the shut down or suspension of "your" operations due to discovery of, suspicion of, or exposure to harmful organisms in food that "you" sell, handle, or distribute.

- a. This coverage applies to loss that begins on the date that "your" operations are shut down or suspended by the "public health authority" and ends:

- 1) after 30 consecutive days; or
- 2) on the date that the same "public health authority" permits the resumption of "your" operations,

whichever occurs first.

- b. This coverage does not apply during any increased period due to the enforcement of any ordinance, law, or decree that regulates or requires:

- 1) the construction, use, repair, or demolition of any property;
- 2) the testing, evaluating, observing, or recording the existence, level, or effects of "pollutants"; or
- 3) the clean up, removal, containment, treatment, detoxification, or neutralization of "pollutants".

2. **Dependent Locations** -- Subject to the "limit" for this coverage, when shown on the "declarations", "your" coverage for Earnings and/or Extra Expense includes loss that "you" incur during the "restoration period" when "your" business is interrupted by direct physical loss to property at a "dependent location" as a result of a covered peril during the policy period.

3. **Utility Service Interruption** -- Subject to the "limit" for this coverage, when shown on the "declarations", "your" coverage for Earnings and/or Extra Expense includes loss that "you" incur when "your" business is interrupted due to the interruption of utility services to a "covered location".

The interruption must result from direct physical loss or damage to property of the type listed below that is not located in a covered building or structure and that is owned by a utility, a landlord, or another supplier who provides "you" with power or gas; telecommunications, including Internet access; or water, including waste water treatment. However, "we" do not cover loss caused by the interruption of service provided by a specific type of utility for which an entry is made on the "declarations" to show that Utility Service Interruption does not apply.

Utility service property includes:

- a. generating plants;
- b. sub stations;
- c. switching stations;
- d. power transmission lines, including overhead transmission lines, unless an entry on the "declarations" shows that overhead power transmission lines are not included;
- e. communications, microwave, radio, telephone, or television microwave transmission facilities, other than satellites;
- f. communication transmission lines, including fiber optic transmission lines, unless an entry on the "declarations" shows that overhead communication transmission lines are not included;
- g. water storage and pumping stations; and
- h. water mains.

Unless otherwise shown on the "declarations", "we" do not pay for "your" Earnings loss, when applicable, under this Supplemental Income Coverage that is sustained during the first 12 hours following the direct physical loss of or damage to the property owned by the utility, landlord, or other supplier. This waiting period does not apply to extra expenses that "you" incur.

4. **Contract Penalty** -- Subject to the "limit" for this coverage, when shown on the "declarations", "your" coverage for Earnings and/or Extra Expense includes contract penalties that "you" are assessed or are required to pay because "you" are unable to complete a project or fill an order in accordance with contract terms or conditions.

"Your" inability to complete a project or fill an order on time must be a direct result of physical loss of or damage to covered property caused by a covered peril at a "covered location".

5. **Property In Transit, On Exhibition, or In The Custody Of Sales Representatives** -- Subject to the "limit" for this coverage, when shown on the "declarations", "your" coverage for Earnings and/or Extra Expense includes loss that occurs when "your" business is interrupted as a result of a direct physical loss, caused by a covered peril, to property in transit, on exhibition, or in the custody of sales representatives as described under the Supplemental Coverages of this policy.

OPTIONAL INCOME EXPENSE DEDUCTIONS

1. **Ordinary Payroll Expense** --
 - a. When an entry on the "declarations" shows Ordinary Payroll Expense Excluded, the continuing operating expenses covered under Earnings do not include ordinary payroll expense.
 - b. When an entry on the "declarations" shows Ordinary Payroll Expense Limitation and a number of days, the continuing operating expenses covered under Earnings do not include ordinary payroll expense after the number of days shown.

In determining operating expenses for the application of the Coinsurance, Income Coverage provision, payroll expense will include ordinary payroll expense incurred during the number of days shown on the "declarations". The period of greatest ordinary payroll expense will be used if such expenses vary during the year.

- c. Ordinary payroll expense means payroll expense for "your" employees other than:
 - 1) officers, executives, department managers, and employees under contract;
 - 2) employees shown by job classification or title on the "declarations"; and
 - 3) employees specifically named on the "declarations".
- d. Ordinary payroll expenses include:
 - 1) payroll;
 - 2) employee benefits;
 - 3) FICA payments;
 - 4) union dues; and
 - 5) Workers' Compensation premiums.
- 2. **Power, Heat, and Refrigeration Expense** -- When an entry on the "declarations" shows Power, Heat, and Refrigeration Expense Excluded, the continuing operating expenses covered under Earnings do not include the cost of power, heat, or refrigeration consumed in production operations of "your" business and that do not continue under contract.

PERILS COVERED

"We" cover risks of direct physical loss to covered property unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Ordinance or Law** -- Except as provided under Supplemental Coverages or Other Coverages, if applicable, "we" do not pay for loss or increased cost caused by enforcement of any ordinance, law, or decree regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure, including the cost of removing its debris.

- b. **Earth Movement or Volcanic Eruption** -- "We" do not pay for loss caused by any earth movement (other than "sinkhole collapse"), whether by natural, accidental, or artificial means, or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake, landslide, mudflow, mudslide, mine subsidence, or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.

This exclusion does not apply to "computers"; "mobile equipment"; Computer Disturbance under Other Coverages; or the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representatives Samples; or Valuable Papers and Records -- Cost of Research.

- c. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- d. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- e. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from a "covered location". Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

"We" do cover the direct loss caused by a covered peril which occurs at a "covered location" as a result of any power interruption.

This exclusion does not apply to "computers"; "mobile equipment"; Computer Disturbance under Other Coverages; the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Spoilage; Sales Representatives Samples; Utility Service Interruption; or Valuable Papers and Records -- Cost of Research; or the Supplemental Income Coverage, if provided, for Utility Service Interruption.

- f. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

- g. **Water** -- "We" do not pay for loss caused by water. This means:

- 1) flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not;
- 2) water that backs up through a sewer or drain; and
- 3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

If fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.

This exclusion does not apply to "computers"; "mobile equipment"; Computer Disturbance under Other Coverages; or the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representatives Samples; Sewer Backup and Water Below the Surface; Surface Water Run-Off; or Valuable Papers and Records -- Cost of Research.

2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

- a. **Animals** -- "We" do not pay for loss caused by animals, including birds, insects, or vermin. "We" do cover any resulting loss caused by a "specified peril" or breakage of building glass.

This exclusion does not apply to loss caused by draft animals pulling vehicles.

- b. **Collapse** -- "We" do not pay for loss caused by collapse, except as provided under the Other Coverages, Collapse. If loss caused by a covered peril results at a "covered location", "we" will pay for that resulting loss.

This exclusion does not apply to "computers"; "mobile equipment"; or the Supplemental Coverages, if provided, for Accounts Receivable, Carrier Liability, Overseas Transit and Location, Property in Transit, Property on Exhibition, Property Sold Under Installment Sales Plan, Sales Representatives Samples, Tank Leakage, or Valuable Papers and Records -- Cost of Research.

- c. **Computer Virus or Computer Hacking** -- "We" do not pay for:
- 1) any direct or indirect loss or damage; or
 - 2) loss of access, loss of use, or loss of functionality caused by a "computer virus" or by "computer hacking". This includes, but is not limited to loss or damage to "hardware" or "software", "your" "computer" network, or "your" web site caused by or resulting from "computer virus" or "computer hacking".

- d. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration, including bin burn, corrosion, decay, fungus, mildew, mold, rot, rust; change in grade or condition; organic heating of grain, seed, or other agricultural product; or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

"We" do cover any resulting loss caused by a "specified peril" or breakage of building glass.

However, "we" do cover loss caused by corrosion, decay, fungus, mildew, mold, rot, or rust to "computers" that results from direct physical damage by a covered peril to the air conditioning system that services "your" "computers".

This exclusion does not apply to the Supplemental Coverages, if provided, for Carrier Liability or Spoilage.

- e. **Criminal, Fraudulent, Dishonest, or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
- 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 2.e.1) through 2.e.4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for "theft" by employees.

This exclusion does apply to the Supplemental Coverage, if provided, for Carrier Liability, but it does not otherwise apply to covered property in the custody of a carrier for hire.

f. **Defects, Errors, and Omissions** -- "We" do not pay for loss which results from one or more of the following:

- 1) an act, error, or omission (negligent or not) relating to:
 - a) land use;
 - b) the design, specification, construction, workmanship, installation, or maintenance of property;
 - c) planning, zoning, development, siting, surveying, grading, or compaction; or
 - d) maintenance of property (including land, structures, or improvements);whether on or off a "covered location";
- 2) a defect, weakness, inadequacy, fault, or unsoundness in materials used in construction or repair, whether on or off a "covered location";
- 3) the cost to make good an error in design; or
- 4) a data processing error or omission in programming or giving of improper instructions.

In addition, "we" do not pay for loss to personal property or stock caused by deficiencies or defects in design, development, specifications, materials, manufacturing, mixing, processing, testing, workmanship, or caused by latent or inherent defects.

"We" do cover any resulting loss unless the resulting loss itself is excluded.

- g. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning. If a fire results, "we" cover only the loss caused by fire.

"We" do cover the direct loss by a covered peril which occurs at a "covered location" as a result of any power interruption or interruption of other utility services.

This exclusion does not apply to "computers"; Computer Disturbance under Other Coverages; the Supplemental Coverage, if provided, for Spoilage; or coverage for Electrical Breakdown, if provided.

- h. **Explosion** -- "We" do not pay for loss caused by explosion of alcohol stills, steam boilers, steam pipes, steam turbines, or steam engines that "you" own or lease or that are operated under "your" control. If a fire or combustion explosion results, "we" do cover the resulting loss. "We" also cover loss caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.

- i. **Freezing** -- "We" do not pay for loss caused by water, other liquids, powder, or molten material that leaks or flows from plumbing, heating, air conditioning systems, or appliances, other than fire protective systems, if the loss is caused by freezing. This does not apply if "you" use reasonable care to maintain heat in the building or structure, or "you" drain the equipment and turn off the supply if the heat is not maintained.

This exclusion does not apply to the Supplemental Coverage, if provided, for Spoilage.

- j. **Increased Hazard** -- "We" do not pay for loss occurring while the hazard has been materially increased by any means within "your" knowledge or "your" control.

- k. **Loss of Use** -- Except to the extent that coverage may be provided by a Supplemental Coverage or under Income Coverage, "we" do not pay for loss caused by loss of use, business interruption, delay, or loss of market.

- l. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. "We" do cover any resulting loss caused by a "specified peril", breakage of building glass, or elevator collision.

This exclusion does not apply to "computers"; or the Supplemental Coverage, if provided, for Spoilage; or coverage for Electrical Breakdown, if provided.

- m. **Neglect** -- "We" do not pay for loss caused by "your" neglect to use all reasonable means to save covered property at and after the time of loss.

"We" do not pay for loss caused by "your" neglect to use all reasonable means to save and preserve covered property when endangered by a covered peril.

- n. **Pollutants** -- "We" do not pay for loss caused by or resulting from the release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" will pay for any resulting loss caused by a "specified peril".

This exclusion does not apply to the Additional Coverage provided for Pollutant Clean Up and Removal or the Supplemental Coverage, if provided, for Tank Leakage.

- o. **Rain, Snow, Ice, or Sleet** -- "We" do not pay for loss to personal property or stock caused by rain, snow, ice, or sleet:

- 1) while the property is in the open; or
- 2) while the property is covered by tarpaulins or other temporary coverings in the open,

regardless of other causes or events that may contribute to the loss.

This exclusion does apply to the Supplemental Coverage, if provided, for Carrier Liability, but it does not otherwise apply to covered property in the custody of a carrier for hire.

- p. **Seepage** -- "We" do not pay for loss caused by continuous or repeated seepage or leakage of water or steam that occurs over a period of 14 days or more.

- q. **Settling, Cracking, Shrinking, Bulging, Expanding, or Wrinkling** -- "We" do not pay for loss caused by settling, cracking, shrinking, bulging, expanding, or wrinkling of pavements, footings, foundations, walls, ceilings, or roofs. "We" do cover any resulting loss caused by a "specified peril" or breakage of building glass.

This exclusion does not apply to "computers" or "mobile equipment".

- r. **Smog, Smoke, Vapor, or Gas** -- "We" do not pay for loss caused by smog, smoke, vapor, or gas from agricultural smudging or industrial operations.

This exclusion does not apply to "computers" or "mobile equipment".

- s. **Temperature/Humidity** -- "We" do not pay for loss to personal property or stock, in either an exterior or interior environment, caused by humidity or changes in or extremes of temperature. "We" will cover any resulting loss caused by "specified perils" or breakage of building glass.

However, "we" will pay for loss to "computers" that results from direct physical damage by a covered peril to the air conditioning system that services "your" "computers".

This exclusion does not apply to the Supplemental Coverages, if provided, for Carrier Liability or Spoilage.

- t. **Theft** -- "We" do not pay for loss caused by or resulting from "theft":
- 1) of building materials and supplies that are not attached as part of a building or structure (this does not apply to "your" stock or to property described on the "declarations" as Builders' Risk Property);
 - 2) from a part of a "covered location" usually occupied solely by "you" as a residence while it is rented to others;
 - 3) of the following property while away from a "covered location":
 - a) property while on the part of residential premises which "you" or another member of "your" household owns, rents, or occupies, except for the time while "you" or another member of "your" household temporarily reside there. "We" do cover the property of a resident of "your" household who is a full-time student while it is in the living quarters occupied by the student at school;
 - b) trailers or their equipment;
 - c) campers or camper bodies; or
 - d) watercraft or their furnishings, equipment, engines, or motors.

Personal property placed for safekeeping in a bank, trust or safe deposit company, public warehouse, or occupied dwelling not owned or occupied by or rented to "you" or another member of "your" household is considered to be at a "covered location".

- u. **Voluntary Parting/Unauthorized Transfer** -- "We" do not pay for loss caused by or resulting from:

- 1) voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense; or
- 2) transfer of property to a person or to a place away from a "covered location" on the basis of unauthorized instructions.

This exclusion does not apply to the Coverage Extension, when provided, for Fraud or Deceit.

- v. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

"We" will pay for any resulting loss caused by a "specified peril" or breakage of building glass.

- w. **Weather** -- "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. of Perils Excluded.

"We" will pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

- x. **Windstorm or Hail** -- "We" do not pay for loss caused by windstorm or hail to:

- 1) dairy and farm products while outside buildings; or
- 2) to watercraft, including their trailers, furnishings, equipment, and outboard motors while such property is outside a fully enclosed building.

ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS

1. **Accounts Receivable** -- "We" do not cover loss to accounts receivable that is a result of:

- a. an error or omission in bookkeeping, accounting, or billing; or
- b. "your" discovery of a discrepancy in "your" books or records if an audit or inventory computation is necessary to prove the factual existence of the discrepancy.

2. **Boilers** -- "We" do not cover loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment. "We" do cover loss to such equipment caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.

"We" do not cover loss to hot water boilers or heaters caused by any condition or occurrence within such equipment other than explosion. This exclusion includes bursting, cracking, or rupturing.

3. **Glassware/Fragile Articles** -- "We" do not cover breakage of fragile articles such as glassware, statuary, porcelains, and bric-a-brac, except as a result of "specified perils" or breakage of building glass. This does not apply to glass that is a part of a building or structure, bottles or other containers held for sale, lenses of photographic and scientific instruments, or "fine arts".

4. **Gutters and Downspouts** -- "We" do not cover loss to gutters and downspouts caused by the weight of ice, sleet, or snow.

5. **Interior of Buildings** -- "We" do not cover loss to the interior of buildings or structures or to personal property or stock inside buildings or structures caused by rain, snow, sleet, ice, sand, or dust, unless:

- a. these agents have entered through openings made by a "specified peril"; or
- b. the loss is caused by the thawing of snow, sleet, or ice on the building or structure.

6. **Missing Property** -- "We" do not cover missing property when the only proof of loss is unexplained or mysterious disappearance, or shortage discovered on taking inventory, or other instance where there is no physical evidence to show what happened to the property.

This exclusion does apply to the Supplemental Coverage, if provided, for Carrier Liability, but it does not otherwise apply to covered property in the custody of a carrier for hire.

7. **Tobacco Barns** -- "We" do not cover loss caused by fire to a building or structure, or to the contents usual to such a building or structure, while open fire is being used to cure or dry tobacco in the building or structure or for five days thereafter.

8. **Valuable Papers and Records** -- "We" do not cover loss to "valuable papers and records" caused by errors or omissions in processing or copying.

OTHER COVERAGES

The Other Coverages described below do not increase the "limits" that apply to covered property.

1. **Collapse** --

- a. Collapse of a building or structure or part of a building or structure means the sudden and unexpected falling in, caving in, or giving way of the building or structure or part of the building or structure.

- b. Subject to the "terms" of this Collapse coverage, "we" pay for direct physical loss to covered property involving collapse of a building or structure or a part of a building or structure that is covered property under the "terms" of this policy or that contains property that is covered under the "terms" of this policy. However, coverage applies only if the collapse is caused by one or more of the following:

- 1) "specified perils", all only as covered in this policy;
- 2) hidden decay of a structural component of the building or structure;
- 3) hidden insect, rodent, or vermin damage to a structural component of the building or structure (Vermin includes bats, opossums, raccoons, and skunks.);
- 4) weight of people, personal property, or stock;
- 5) weight of rain that collects on a roof; or
- 6) the use of defective methods or materials in construction, renovation, or repair if the collapse occurs during the course of construction, renovation, or repair.

- c. "We" do not pay for loss or damage to the types of property listed below that is caused by a reason listed under paragraphs 1.b.2) through 1.b.6) of this Collapse coverage, unless the loss is a direct result of the collapse of a covered building or structure and the damaged property is covered under the "terms" of this policy:

antennas, including satellite dish antennas; outdoor awnings or canopies or their supports; fences; gutters and downspouts; yard fixtures; outdoor swimming pools; piers, wharves, and docks; beach or diving platforms or appurtenances; retaining walls that are not part of buildings; and walks, roadways, and other paved surfaces.

- d. "We" also pay for direct physical loss to covered personal property or stock inside a building or structure that involves the sudden and unexpected falling in, caving in, or giving way of that property, but does not involve the collapse of the building or structure. However, coverage applies only if the falling in, caving in, or giving way is caused by a reason listed under paragraphs 1.b.1) through 1.b.6) of this Collapse coverage.

The coverage described in this paragraph, 1.d., does not apply:

- 1) to the types of property described under paragraph 1.c. above; or
- 2) if the direct physical loss to personal property or stock is limited to marring or scratching.

2. **Computer Disturbance** -- "We" cover direct physical loss to "computers" caused by:

- a. electrical disturbance such as electrical or magnetic damage, disturbance of electronic recordings, or erasure of electronic recordings; or
- b. power supply disturbance such as interruption of power supply, power surge, blackout, or brownout.

3. **Electrical Breakdown** -- This coverage applies only when an entry on the "declarations" shows that Electrical Breakdown Coverage is provided.

"We" cover direct physical damage to equipment consisting of electric motors, generators, or transformers, as described on the "declarations", that is caused by the accidental failure of the wiring, winding, or switches of such property.

The "declarations" description of the covered equipment must include the range of horsepower (HP) for electric motors and generators and the kilovolt amperes (KVA) capacities for transformers.

"We" also cover conduit, switch, or fuse cabinets, metering devices, and control equipment, if used only with the motors and generators covered under the "terms" of this Electrical Breakdown Coverage.

"We" will not pay more than the actual cost of repair or the cost to replace the damaged equipment, whichever is less.

When a "limit" of \$1,000 is shown on the "declarations" for Electrical Breakdown Coverage, the equipment covered will not be described on the "declarations" and \$1,000 is the most "we" will pay per occurrence under this coverage.

This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

4. **Ordinance or Law -- Undamaged Parts of a Building** -- This coverage applies only when an entry on the "declarations" indicates that Ordinance or Law -- Undamaged Parts of a Building Coverage is provided.

a. When a covered peril causes damage to a covered building or structure, "we" pay for the value of undamaged parts of the covered building or structure that are required to be demolished as a result of the enforcement of any ordinance, law, or decree that:

- 1) requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by a covered peril;
- 2) regulates the construction or repair of a building or structure, or establishes building, zoning, or land use requirements at a "covered location"; and
- 3) is in force at the time of loss.

b. "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

c. When a "limit" is shown on the "declarations" for Ordinance or Law -- Undamaged Parts of a Building Coverage, that "limit":

- 1) is the most "we" will pay under the "terms" of this coverage; and
- 2) applies as part of and not in addition to the applicable "limit" for the covered building or structure.

d. When an entry on the "declarations" indicates that Ordinance or Law -- Undamaged Parts of a Building Coverage is provided, but no "limit" is shown, this coverage is part of and not in addition to the applicable "limit" for the covered building or structure.

5. **Tearing Out and Replacing** -- When "we" cover buildings or structures and a loss caused by:

- a. water;
- b. other liquids;
- c. powder; or
- d. molten material

is covered, "we" also pay the cost of tearing out and replacing any part of the covered building or structure to repair damage to the system or appliance from which the water or other substance escapes.

"We" do not pay for damage to the system or appliance from which the water or other substance escapes. However, "we" pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage results in discharge of any substance from an automatic fire protection system, or is directly caused by freezing.

6. **Theft Damage -- Non-owned Property** -- "We" cover direct physical damage caused by "theft" or attempted "theft" to:

- a. a building that "you" do not own and that contains "your" personal property or stock; or

- b. personal property that "you" do not own and that is used to maintain or service a building, structure, or the premises at a "covered location".

This coverage applies only to a location where "you" are a tenant and the terms of "your" lease make "you" liable for damage caused by "theft" or attempted "theft".

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice, including a description of the property involved ("we" may request written notice);
- b. give notice to the police when the act that causes the loss is a crime; and
- c. give notice to the credit card company if the loss involves a credit card.

2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" will pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a covered peril if a covered peril has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" will not pay for such repairs or emergency measures performed on property which has not been damaged by a covered peril. This does not increase "our" "limit".

3. **Proof of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- a. the time, place, and circumstances of the loss;

- b. other policies of insurance that may cover the loss;
- c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
- d. changes in title or occupancy of the covered property during the policy period;
- e. detailed estimates for repair or replacement of covered property;
- f. an inventory of damaged and undamaged covered property showing in detail the quantity, description, cost, actual cash value, and amount of the loss. "You" must attach to the inventory copies of all bills, receipts, and related documents that substantiate the inventory.

4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.

5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks, relating to value, loss, and expense. "You" must permit copies and extracts to be made of them as often as "we" reasonably request.

6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.

"We" have the option to take all or any part of the damaged property at the agreed or appraised value. "You" must allow us to control the salvage of covered property following a covered loss to such property.

7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.
10. **Intent to Continue Business, Income Coverage** -- If "you" intend to continue "your" business, "you" must resume all or part of "your" business as soon as possible.

VALUATION

1. Actual Cash Value --

- a. When Replacement Cost is not shown on the "declarations" for covered property, the value of covered property, other than stock, will be based on the actual cash value at the time of the loss, except as provided in paragraphs 3. through 16. of this Valuation provision.
- b. **Limited Replacement Cost** -- When the value of covered building property is based on actual cash value, "we" will pay for the cost to repair or replace a covered loss to building property when:
 - 1) the cost to repair or replace the covered loss does not exceed \$15,000; and
 - 2) the "limit" that applies to the covered building property meets the coinsurance requirement. To meet the coinsurance requirement, the "limit" that applies to the covered property must be at least equal to the actual cash value of the covered property multiplied by the applicable coinsurance percentage.

However, "we" will not pay for any increased cost due to the enforcement of any ordinance, law, or decree that regulates or requires the construction, use, repair, or demolition of any property.

This item, 1.b., does not apply to awnings; canopies; floor coverings; appliances for refrigerating, ventilating, cooking, dishwashing, or laundering; or outdoor equipment or furniture.

2. **Replacement Cost** -- When Replacement Cost is shown on the "declarations" for covered property, the value of covered property, other than stock, will be based on replacement cost without any deduction for depreciation.

- a. The replacement cost is limited to:

- 1) the cost of repair or replacement with similar materials on the same site and used for the same purpose; or
- 2) the amount "you" actually spend that is necessary to repair or replace the loss,

whichever is less.

- b. Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced. "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.
- c. The following types of property are not eligible for replacement cost valuation. The value of such property will be based on its actual cash value at the time of the loss:
 - 1) memorabilia, souvenirs, collector's items, and similar items whose age or history contribute to their value;
 - 2) items not maintained in good or workable condition; or
 - 3) items that are outdated or obsolete and are stored or not being used.

3. **Builders' Risk Property** -- When a building or structure described on the "declarations" is identified as Builders' Risk Property, the value of covered property will be based on the replacement cost without any deduction for depreciation.

Replacement cost:

- a. is limited to the cost of repair or replacement with similar materials at the "covered location" and used for the same purpose and;
- b. includes labor, reasonable overhead and profit, and delivery charges.

Payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

This replacement cost provision does not apply to paragraphs 7. and 8. under this Valuation provision.

4. **Stated Amount** -- When Stated Amount is shown on the "declarations" for covered property, Coinsurance, under How Much We Pay, will be suspended until the Stated Amount Expiration Date shown on the "declarations".
5. **Fine Arts** -- Unless articles of Fine Art are specifically described on the "declarations", the value of "fine arts" will be based on actual cash value at the time of loss.
6. **Glass** -- The value of glass will be based on the cost of safety glazing material where required by ordinance, law, or decree.
7. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
8. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

9. **Property of Others** -- The value of property of others will be based on actual cash value at the time of loss.

10. **Stock** -- The value of stock will be based on actual cash value at the time of the loss, unless the stock is subject to one of the following provisions:

- a. The value of stock of a kind bought and sold at a market exchange where market prices are posted and quoted will be the lesser of the following values:
 - 1) the market price for stock of the same grade and quality at the time and place of loss; or
 - 2) the price at which "you" had agreed to deliver the stock, less any discounts and expenses "you" otherwise would have incurred.
- b. The value of stock that is not subject to market price (as defined under item 10.a. above) and which "you" have sold, but not delivered, will be the selling price, less any discounts and expenses "you" otherwise would have incurred.
- c. The value of stock held for shipment, except stock manufactured by "you", will be the established cash shipping value of stock of like grade and quality.
- d. The value of stock manufactured by "you" will be the cost of manufacture, plus the cost of transportation, if any, to the place that loss occurred.
- e. The value of stock imported from another country and held under bond will be the cost of stock of like grade and quality at the point of origin, plus freight to the place that loss occurred, plus import duty, whether or not such import duty has yet been paid.
- f. When a type of seed is shown on the "declarations" as Valued Seed, that seed will be valued as follows:

- 1) for Valued Seed other than Foundation Seed, at the cost of replacing the seed but not more than the amount per bushel shown on the "declarations"; and
 - 2) for Foundation Seed, at not more than the amount per bushel shown on the "declarations".
- g. When Selling Price is shown on the "declarations", the value of stock manufactured by "you" will be based on the price that such stock would have been sold for had no loss occurred, less all discounts and unincurred expenses.
- h. Any other special valuation for stock will be shown on the "declarations".

When value is determined by quotation of a recognized commodity market, and that market is not open, the closing quotation at the time of loss will be used.

11. **Tenant's Improvements** -- The value of tenant's improvements losses will be based on the actual cash value if repaired or replaced at "your" expense within a reasonable time.

The value of tenant's improvements losses will be based on a portion of "your" original cost if not repaired or replaced within a reasonable time. This portion is determined as follows:

- a. divide the number of days from the date of the loss to the expiration date of the lease by the number of days from the date of installation to the expiration date of the lease; and
- b. multiply the figure determined in 11.a. above by the original cost.

If "your" lease contains a renewal option, the expiration of the lease in this procedure will be replaced by the expiration of the renewal option period.

Tenant's improvements losses are not covered if repaired or replaced at another's expense.

12. **Installment Sales** -- The value of installment sales losses will be based on:

- a. the amount shown on "your" books as due from the purchaser, when a total loss has occurred; or
- b. the value of the stock that "you" have repossessed because the purchaser has refused to continue payment due to a partial loss to the property.

If the realized value of the repossessed property is equal to or greater than the amount shown on "your" books as due from the purchaser, "we" will not have to make a payment under this coverage.

If the realized value of the repossessed property is less than the amount shown on "your" books as due from the purchaser, "we" will pay you the difference between the repossessed value and "your" book value.

13. **Accounts Receivable** --

- a. The value of stock accounts receivable will be based on the smallest of the amounts described below:

- 1) The total sum of accounts receivable due. From this total "we" will deduct:
 - a) all amounts due from the records of accounts receivable that are not lost;
 - b) all amounts due that can be established by other means;
 - c) all amounts due that "you" have collected from the records that are lost;
 - d) all unearned interest and service charges; and
 - e) an amount to allow for bad debts.
- 2) The reasonable cost to reconstruct "your" accounts receivable.
- 3) The applicable "limit".

- b. If a loss occurs and "you" cannot establish the actual accounts receivable due, it will be determined as follows:
 - 1) "We" will determine the total of the average monthly accounts receivable amounts for the 12 month period that directly precedes the month in which the loss occurred.
 - 2) "We" will adjust the total for any normal variance in the accounts receivable amount for the month in which the loss occurred.
14. **Valuable Papers and Records** -- The value of "valuable papers and records" is based on the cost of blank materials for reproducing the records and the labor to transcribe or copy the records when there is a duplicate.
15. **Earnings** -- In determining an earnings loss, "we" consider:
- a. the experience of "your" business before the loss and the probable experience during the time of interruption, had no loss occurred;
 - b. "your" continuing operating expenses normally incurred by "your" business necessary to resume business to a similar level of service that existed before the occurrence of direct physical loss or damage. Continuing operating expenses will include payroll expense, unless an entry on the "declarations" shows Ordinary Payroll Expense Excluded or Ordinary Payroll Expense Limitation and a number of days; and
 - c. pertinent sources of information and reports including:
 - 1) "your" accounting procedures and financial records;
 - 2) bills, invoices, and other vouchers;
 - 3) contracts, deeds, and liens;
 - 4) reports on feasibility and status; and
 - 5) records documenting "your" budget and marketing objectives and results.

"We" do not pay for any increase in loss due to "your" failure to use reasonable efforts to resume all or part of "your" business. This includes making use of other locations and property to reduce the loss.

If "your" business is not resumed as soon as possible, or if it is not resumed at all, the value of loss payment is based on the period of time it would have otherwise taken to resume "your" business as soon as possible.

Only as regards coverage described under Dependent Locations under the Supplemental Income Coverages, "we" will reduce the amount of "your" loss of earnings to the extent "you" can resume "your" business by using other available sources of materials or outlets for "your" products.

16. **Extra Expense** -- In determining extra expenses that "you" have incurred, "we" consider the salvage value of any property bought for temporary use during the "restoration period" and it will be deducted from the amount of loss determined for extra expense.

HOW MUCH WE PAY

- 1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
- 2. **Deductible** -- Unless otherwise stated in this policy, "we" will not pay for loss until the amount of loss exceeds the deductible amount shown on the "declarations" for the corresponding "limit". "We" will then, after the application of any coinsurance, value reporting, or premium adjustment "terms" that may apply, pay the amount of adjusted loss in excess of the deductible, up to the applicable "limit".

When a single occurrence results in more than one covered loss:

- a. only one deductible will apply; and

- b. when the covered losses are subject to different deductible amounts, the highest deductible amount will apply.
3. **Peak Season Increase** -- When a "limit" and a time period for Peak Season Increase are shown on the "declarations", the "limit" that applies to covered stock is replaced by the "limit" shown for Peak Season Increase. The "limit" shown for Peak Season Increase applies only from 12:01 A.M. on the first day of the Peak Season Increase time period to 12:01 A.M. on the last day of the Peak Season Increase time period.
4. **Inflation Protection** -- When an annual percentage for Inflation Protection is shown on the "declarations", the "limit" for the described property will automatically increase on a daily pro rata basis of that percentage.
5. **Loss Settlement Terms** -- "We" pay the least of the following, subject to the other "terms" of How Much We Pay:
- a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to covered property.
6. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
7. **Insurance Under More Than One Policy** --
- a. "You" may have another policy subject to the same plan, "terms", conditions, and provisions as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. If there is another policy covering the same loss, other than that described above, "we" will pay only for:
- 1) the amount of covered loss in excess of the amount due from that other policy; and
 - 2) the deductible amount of that other policy;
- whether "you" can collect on that other policy or not. However, "we" will not pay more than the applicable "limit".
8. **Coinsurance, Property Other Than Builders' Risk Property** -- These "terms" apply separately to each type or item of covered property for which Coinsurance is shown on the "declarations".
- "We" only pay a part of the loss if the applicable "limit" is less than the value of the covered property at the time of the loss multiplied by the corresponding coinsurance percentage shown on the "declarations".
- "Our" part of the loss is determined using the following steps:
- a. multiply the value of the covered property at the time of the loss by the coinsurance percentage;
 - b. divide the "limit" for the covered property by the figure determined in 8.a. above;
 - c. multiply the total amount of loss by the figure determined in 8.b. above; and
 - d. subtract the deductible from the figure determined in 8.c. above.
- The most "we" will pay is the amount determined in 8.d. above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

9. **Coinsurance, Builders' Risk Property --**
When a building or structure is identified on the "declarations" as Builders' Risk Property, "we" pay only a part of the loss if the applicable "limit" is less than 100% of the estimated value of the property at completion of construction, building, or fabrication had no loss occurred.

"Our" part of the loss is determined using the following steps:

- a. determine the 100% estimated value of the covered property;
- b. divide the "limit" for the covered property by the result determined in 9.a. above;
- c. multiply the total amount of loss by the figure determined in 9.b. above; and
- d. subtract the deductible from the figure determined in 9.c. above.

The most "we" will pay is the amount determined in 9.d. above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

10. **Value Reporting, 100% Coinsurance --**
These "terms" apply separately to each type or item of covered property for which Value Reporting is shown on the "declarations".

- a. If there is other insurance covering the property to which these Value Reporting "terms" apply, paragraph 7. above, Insurance Under More Than One Policy, will apply as follows:
 - 1) Item 7.a. will apply for Contributing Insurance, meaning insurance written under the same Value Reporting "terms" as provided by this policy.
 - 2) Item 7.b. will apply for Specific Insurance, meaning insurance not written on the same Value Reporting "terms" as provided by this policy.

- b. Except when there is an entry on the "declarations" for Weekly Reports or Four-Week Reports, "you" must file a written report of full property values with "us" as of the last business day of each month. Include the amount of Specific Insurance in effect. This report must be filed with "us" within 30 days after the date for which values are reported.

Report values separately for each "limit" for which Value Reporting is shown on the "declarations".

"You" may add an estimated amount to cover any error or omission in values reported. If "you" do, "you" may file an amended report correcting the estimated values before the due date of the next report.

When there is an entry on the "declarations" for Weekly Reports, "you" must file a written report of full property values with "us" at the close of business on each Saturday of each month.

When there is an entry on the "declarations" for Four-Week Reports, "you" must file a written report of full property values with "us" at the close of the last business day of each four-week accounting period, as set up in "your" books, to equal 13 four-week reporting periods during a calendar year.

- c. The premium at inception for property that is subject to the Value Reporting "terms" is a deposit premium. Unless there is an entry on the "declarations" for Monthly Adjustment, "we" will determine the final premium after the end of each policy year or any earlier policy expiration or cancellation, based on the average of values reported. When there is an entry on the "declarations" for Monthly Adjustment, "we" will determine the premium at the end of each month, based on the values reported.

If the final premium is more than the deposit premium, "you" will pay "us" the difference.

If the final premium is less than the deposit premium, "we" will pay "you" the difference, subject to any applicable minimum premium shown on the "declarations".

No premium will be charged for values in excess of the applicable "limit" or for values equal to the amount of any Specific Insurance.

- d. The reporting period, the date on which reports are due, and the premium payment date may be amended by agreement. When amended, the revised reporting conditions will be shown on the "declarations".
- e. If, at the time of loss, the first report of values is due and has not been filed with "us", the most "we" will pay is 75% of the "limit".
- f. The amount of the loss will be determined as follows, using the latest report of values filed with "us".
 - 1) Establish the value of property at the time of loss;
 - 2) Deduct each of the following amounts from the value established in 10.f.1) above:
 - a) the amount of any Specific Insurance in effect at the time of loss;
 - b) the amount of any over-report of Specific Insurance (the difference between the amount reported and the actual amount in effect on the date for which the report was made); and
 - c) the amount of any under-report of values (the difference between the values reported and the full values on the date for which the report was made).

- 3) Divide the result of 10.f.2) above or the "limit", whichever is less, by the value established in 10.f.1) above.
- 4) Multiply the total amount of loss by the figure determined in 10.f.3) above.
- 5) Subtract the deductible from the figure determined in 10.f.4) above.

The most "we" will pay is the amount determined in 10.f.5) above. "We" will not pay any remaining part of the loss.

11. Coinsurance, Income Coverage -- These "terms" apply separately to each Income Coverage "limit" for which Coinsurance is shown on the "declarations". These "terms" do not apply to coverage for Extra Expense.

- a. "We" only pay a part of the loss if the "limit" is less than the applicable coinsurance percentage multiplied by the sum of "your" net income (net profit or loss before income taxes) and continuing operating expenses projected for the 12 months following the inception or last previous anniversary date of this policy, whichever is later, normally earned by "your" business.

"Our" part of the loss is determined using the following steps:

- 1) multiply the coinsurance percentage by the sum of "your" net income (net profit or loss before income taxes) and continuing operating expenses projected for the 12 months following the inception or last previous anniversary date of this policy;
- 2) divide the Income Coverage "limit" by the figure determined in 11.a.1) above;
- 3) multiply the total amount of loss by the figure determined in 11.a.2) above; and
- 4) subtract the deductible from the figure determined in 11.a.3) above.

"We" pay the amount determined in 11.a.4) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- b. The following expenses, if applicable, will be deducted from the total of all operating expenses for purposes of applying the procedures set forth in item 11.a. above:

- 1) prepaid outgoing freight;
- 2) returns and allowances;
- 3) discounts;
- 4) bad debts;
- 5) collection expenses;
- 6) cost of raw stock and factory supplies consumed, including transportation charges;
- 7) cost of merchandise sold, including transportation charges;
- 8) cost of other supplies consumed, including transportation charges;
- 9) cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- 10) power, heat, and refrigeration expenses that do not continue under contract, but only when an entry on the "declarations" shows Power, Heat, and Refrigeration Expense Excluded; and
- 11) all ordinary payroll expense or the amount of payroll expense excluded, but only when an entry on the "declarations" shows Ordinary Payroll Expense Excluded or an entry on the "declarations" shows Ordinary Payroll Expense Limitation and a number of days.

12. Premium Adjustment, Income Coverage --

These "terms" apply separately to each Income Coverage "limit" for which Value Reporting and Coinsurance are shown on the "declarations".

- a. **Reports of Value** -- "You" must file a written report of full Income Coverage values with "us" as follows:

- 1) at the time this provision is effective, a report showing values for your latest available 12 months operating experience;

- 2) within 120 days after the end of each succeeding 12 month period of this policy, a report showing values for that period; and
- 3) within 120 days after the expiration of this policy or its cancellation by "us", a report showing values for the period of time after the end of the last 12 month period reported.

If "you" do not file any report of values with "us" when and as required, or if "you" cancel "your" Income Coverage, these conditions will no longer apply, and "we" will not adjust "your" premium.

- b. **Premiums** -- The premium for this coverage at inception is an advance premium. "We" will determine the final premium after the end of each policy year (or any earlier expiration of the policy or its cancellation by "us"), based on values "you" reported multiplied by the Coinsurance Percentage.

If the final premium is less than the advance premium, "we" will return the excess premium to "you".

If the final premium is more than the advance premium, "we" will not charge any additional premium.

c. **Coinsurance and Full Reporting Condition** --

The part of the loss that "we" pay will be the smallest of the following, subject to any deductible that may apply:

- 1) The amount resulting from the application of the Coinsurance, Income Coverage provision.
- 2) Unless a Coinsurance Percentage of 125% or more applies, the amount produced by multiplying the coinsurance percentage by the sum of "your" net income (net profit or loss before income taxes) and continuing operating expenses projected for the 12 months following the date of the property damage.

- 3) The amount produced by multiplying the amount of loss by the factor determined by dividing the Income Coverage values shown in "your" last report of values before the loss by "your" actual Income Coverage values for the period covered in that last report.

13. Maximum Period of Indemnity, Income Coverage -- This provision applies when an entry on the "declarations" for Income Coverage shows a Maximum Period of Indemnity and a number of days.

"We" do not cover more than the loss of earnings and necessary extra expenses sustained within the period of days shown on the "declarations" after the loss to property, or the "limit", whichever is less.

14. Monthly Limitation, Income Coverage -- The following provision applies when a Monthly Limitation entry has been made on the "declarations" for an Income Coverage option.

"We" pay no more than "our" "limit" for any loss multiplied by the percentages shown on the "declarations". When the "restoration period" is:

- a. 30 days or less, the first percentage applies to the "limit";
- b. 31 to 60 days, the second percentage applies to the "limit"; or
- c. more than 60 days, the third percentage applies to the "limit".

If more than three percentages are shown on the "declarations", the third percentage applies when the "restoration period" is 61 to 90 days. Each additional percentage applies, in the order shown, for each succeeding 30 days of the "restoration period".

LOSS PAYMENT

1. Our Options -- "We" have the following options:

- a. pay the value of the loss;
- b. pay the cost of repairing or replacing the loss;
- c. rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time; or
- d. take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses -- "We" will adjust all losses with "you". Payment will be made to "you" unless a loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property of Others -- Losses to property of others may be adjusted with and paid to:

- a. "you" on behalf of the owner; or
- b. the owner, subject to the owner's interest.

If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend suits against "you" brought by the owners at "our" expense.

4. Loss of Use of Dwellings -- Loss payable under the Supplemental Coverage for Loss of Use of Dwellings will be paid on a monthly basis. "You" must give "us" proof of the increased living costs.

OTHER CONDITIONS

In addition to the "terms" which are contained in other sections of this policy, the following conditions apply:

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss, the value of covered property, the amount of net income (net profit or loss before income taxes), payroll expense, or operating expenses, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit to Others** -- Insurance under this policy will not directly or indirectly benefit anyone having custody of "your" property.
3. **Builders' Risk Property** -- Coverage for each building or structure identified on the "declarations" as Builders' Risk Property will end when one of the following first occurs:
 - a. this policy expires or is canceled;
 - b. the covered building or structure is accepted by the purchaser;
 - c. "your" interest in the covered property ceases;
 - d. "you" abandon construction with no intent to complete it; or
 - e. the covered building or structure has been completed for more than 90 days.
4. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
5. **Control of Property** -- The coverage provided by this policy is not affected by any act or neglect beyond "your" control.
6. **Death** -- If "you" die, "your" rights and duties will pass to "your" legal representative, but only while acting within the scope of duties as "your" legal representative. Until "your" legal representative is appointed, anyone having proper temporary custody of "your" property will have "your" rights and duties, but only with respect to that property.
7. **Liberalization** -- If "we" adopt a revision which broadens coverage under this edition of "our" policy without an additional premium during the policy period, or within six months before this coverage is effective, the broadened coverage will apply.

8. **Misrepresentation, Concealment, or Fraud** -- The coverage provided by this policy is void as to "you" and any other insured if, before or after a loss:

- a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein; or
- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

9. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.

10. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- a. "You" must notify "us" promptly if "you" recover property or receive payment.
- b. "We" must notify "you" promptly if "we" recover property or receive payment.
- c. Any recovery expenses incurred by either are reimbursed first.
- d. "You" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree.
- e. If the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on our respective interests in the loss.

11. **Restoration of Limits** -- Except with respect to the Additional Coverage for Pollutant Clean Up and Removal, any loss "we" pay under this policy does not reduce the "limits" applying to a later loss.

12. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" will not pay for a loss if "you" impair this right to recover.

Except with respect to a building or structure that is described on the "declarations" and identified as Builders' Risk, "you" may waive "your" right to recover from others in writing before a loss occurs.

"You" may waive "your" right to recover from others in writing after a loss occurs only to a party who is:

- a. an insured;
- b. a business firm owned or controlled by "you", or that owns or controls "you"; or
- c. "your" tenant.

"You" may not waive "your" right of recovery from an architect, engineer, contractor, or subcontractor for loss to a building or structure that is identified on the "declarations" as Builders' Risk Property.

13. **Suit Against Us** -- No one may bring a legal action against "us" under this policy unless:

- a. all of the "terms" of this policy have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by the law.

14. **Territorial Limits** -- "We" cover property while in the United States of America, its territories and possessions, Canada, and Puerto Rico. These territorial limits do not apply with respect to Overseas Transit and Location when provided under the Supplemental Coverages.

15. **Mortgage Provisions** -- If a mortgagee (mortgage holder) is named in this policy, loss to building property will be paid to the mortgagee and "you" as the interests of each appear. If more than one mortgagee is named, they will be paid in order of precedence.

The insurance for the mortgagee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the mortgagee does not continue in effect if the mortgagee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" will notify the mortgagee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the mortgagee, if "you" fail to pay the premium.

If "we" pay the mortgagee for a loss where "your" insurance may be void, the mortgagee's right to collect that portion of the mortgage debt from "you" then belongs to "us". This does not affect the mortgagee's right to collect the remainder of the mortgage debt from "you".

As an alternative, "we" may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.

If "we" choose not to renew this policy, "we" will give written notice to the mortgagee at least ten days before the expiration date of this policy.

16. **Loss Payees** --

- a. When a payee is identified on the "declarations" as Loss Payee, a covered loss will be adjusted with "you" and will be payable to "you" and the loss payee shown on the "declarations" as the interests of each appear. If more than one loss payee is named, they will be paid in order of precedence.
- b. When a payee is identified on the "declarations" as Lender's Loss Payee, a covered loss will be payable to "you" and the lender's loss payee shown on the "declarations" as the interests of each appear. If more than one lender's loss payee is named, they will be paid in order of precedence.

The insurance for the lender's loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the lender's loss payee does not continue in effect if the lender's loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" will notify the lender's loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the lender's loss payee, if "you" fail to pay the premium.

If "we" pay the lender's loss payee for a loss where "your" insurance may be void, the lender's loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the lender's loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the lender's loss payee the remaining principal and accrued interest in return for a full assignment of the lender's loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" will give written notice to the lender's loss payee at least ten days before the expiration date of this policy.

- c. When a payee is identified on the "declarations" as Contract of Sale Loss Payee, any loss will be adjusted with "you" and will be payable to "you" and the contract of sale loss payee shown on the "declarations" as the interests of each appear.

The contract of sale loss payee shown on the "declarations" is a person or organization with whom "you" have entered into a contract for the sale of covered property.

With respect to Insurance Under More Than One Policy under the section of this policy entitled How Much We Pay, the word "you" also means the contract of sale loss payee when covered property is the subject of a contract of sale.

17. **Vacancy** -- Unless otherwise shown on the "declarations", "we" do not pay for loss caused by attempted "theft", breakage of building glass, sprinkler leakage (unless "you" have protected the system against freezing), "theft", vandalism, or water damage occurring while the building or structure has been vacant for more than 60 consecutive days.

The amount "we" will pay for any loss that is not otherwise excluded will be reduced by 15%.

If "you" are the owner of the building or structure where the loss occurs, that building or structure is considered vacant only when less than 30% of its total square footage is occupied as intended.

If the building or structure where the loss occurs is rented or leased to "you", building or structure refers only to that space rented or leased to "you".

Buildings or structures under construction or renovation are not considered vacant.

When a time period for Vacancy Permitted is shown on the "declarations" for a described building, the "terms" of the Vacancy condition do not apply to the described building for the Vacancy Permitted time period shown on the "declarations".

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

CL 0100 03 99

Copyright, American Association of Insurance Services,
1998

COMMERCIAL LIABILITY COVERAGE

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help **you** locate particular sections of this form.

TABLE OF CONTENTS

	Page
Agreement	1
Definitions	2
Principal Coverages	
Coverage L -- Bodily Injury/Property Damage	4
Coverage M -- Medical Payments	4
Coverage N -- Products/Completed Work	5
Coverage O -- Fire Legal Liability	5
Supplemental Coverages	5
Defense Coverage	6
Exclusions	
Exclusions That Apply To Bodily Injury and Property Damage	7
Additional Exclusions That Apply Only To Property Damage	9
Additional Exclusions That Apply Only To Medical Payments	9
What Must Be Done In Case Of Loss	10
How Much We Pay	10
Conditions	11
Nuclear Energy Liability Exclusion	12
Nuclear Energy Liability Exclusion Definitions	13

Common Policy Conditions -- These are shown on a separate form.

Endorsements may also apply. They are identified on the **declarations**.

Refer to the Definitions for words that have special meanings. These words are shown in "**bold type**."

AGREEMENT

Subject to all the **terms**, and in return for **your** payment of the required premium, **we** provide the Commercial Liability Coverage described in this policy.

Policy **terms** that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties also apply.

DEFINITIONS

1. The words **you** and **your** mean the person, persons, or organization named as the insured on the **declarations**.
 2. The words **we**, **us**, and **our** mean the company providing this coverage.
 3. **Auto** means a land motor vehicle, a trailer, or a semi-trailer which is designed for use on public roads.

Auto includes attached machinery and equipment.
 4. **Basic territory** means the United States of America, its territories and possessions, Canada, and Puerto Rico.
 5. **Bodily injury** means bodily harm, sickness or disease sustained by a person and includes required care and loss of services. **Bodily injury** includes death that results from bodily harm, sickness, or disease. **Bodily injury** does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.
 6. **Coverage territory** means:
 - a. the **basic territory**;
 - b. international waters and airspace, only if the **bodily injury** or **property damage** occurs in the course of travel to or from the **basic territory**;
 - c. the world, if the injury or damage arises out of:
 - 1) products **you** have made or sold in the **basic territory**; or
 - 2) the activities of a person who normally resides in the **basic territory**, but is away for a short time on **your** business; andprovided that **your** liability to pay **damages** has been determined in a suit on the merits in the **basic territory**, or in a settlement that **we** have agreed to.
 7. **Damages** means compensation in the form of money for a person who claims to have suffered an injury.
 8. **Declarations** means all pages labeled "Declarations," "Supplemental Declarations," or "Schedules," which pertain to this policy.
 9. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
 10. **Impaired property** means tangible property (other than **products** or **your work**):
 - a. whose value has been decreased:
 - 1) because it includes **products** or **your work** that is, or is believed to be, deficient or dangerous; or
 - 2) because **you** failed to carry out the terms of a contract; and
 - b. whose value can be restored:
 - 1) by the repair, replacement, adjustment, or removal of **products** or **your work**; or
 - 2) by **your** fulfilling the terms of the contract.
 11. **Insured** means:
 - a. **you** and **your** spouse, but only with respect to the conduct of a business of which **you** are the sole owner, if shown on the **declarations** as an individual;
 - b. **you** and all **your** partners or members and their spouses, but only with respect to the conduct of **your** business, if shown on the **declarations** as a partnership or a joint venture; or
 - c. **you** and all of **your** executive officers and directors, but only while acting within the scope of their duties, if shown on the **declarations** as an organization (other than a partnership or a joint venture). It also includes **your** stockholders, but only for their liability as such.
- Insured** also includes:
- a. any person or organization, except **your employees**, while acting as **your** real estate manager;
 - b. if **you** die during the policy period, **your** legal representative while acting within the scope of those duties as such, or a person who has custody of **your** property with respect to liability arising out of the maintenance or use of that property until **your** legal representative is appointed. **Your** legal representative has all **your** rights and duties under this coverage;
 - c. with respect to the operation, with **your** permission, of mobile equipment:
 - 1) **your employee** in the course of employment. This does not apply to a fellow **employee** injured in the course of employment;

2) any other person; including another person or an organization legally liable for the conduct of such person, but only:

- a) for liability arising out of the operation of the equipment; and
- b) if there is no other insurance covering the liability available to them;

3) no person or organization is an **insured** for **property damage** to property owned by, rented to, in the charge of, or occupied by **you**, or an employer of any person who is an **insured** under paragraph c.

d. **your employees**, for acts within the scope of their employment by **you** (this does not include **your** executive officers). None of these **employees** are **insureds** for:

- 1) **bodily injury** to **you** or to a fellow **employee**; or
- 2) **property damage** to property owned by, rented to, or loaned to **employees**, or any of **your** partners or members and their spouses (if **you** are a joint venture or a partnership).

e. any organization (other than a joint venture or a partnership) newly acquired or formed by **you**, and in which **you** have a majority interest.

Such an organization is not an **insured**:

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following that acquisition or formation or the end of the policy period, whichever is earlier; or
- 3) for **bodily injury** or **property damage** that occurred prior to the acquisition or formation.

No person or organization is an **insured** with respect to the conduct of a current or past partnership or joint venture that is not named on the **declarations** as an **insured**.

12. **Leased worker** means a person whom **you** lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.

13. **Limit** means the amount of coverage that applies.

14. **Loading or unloading** means the movement of property:

a. starting with after it is removed from the point where it has been accepted for transit by **auto**, aircraft, or watercraft;

b. continuing while it is in or on such vehicle; and

c. ending when it has been removed from the vehicle at its point of destination.

Loading or unloading includes movement by:

a. a hand truck; or

b. any mechanical device only when attached to the vehicle.

15. **Occurrence** means an accident and includes repeated exposure to similar conditions.

16. **Products/completed work hazard** -

a. **Products hazard** means **bodily injury** or **property damage** occurring away from premises **you** own or rent and arising out of **products** after physical possession of the **products** has been relinquished to others.

b. **Completed work hazard** means **bodily injury** or **property damage** occurring away from premises **you** own or rent and arising out of **your work**. It does not include work that has not been completed, or that has not been abandoned.

Your work is deemed completed at the earliest of the following times:

- 1) when all work specified in **your** contract has been done;
- 2) when all **your work** to be done at a job site has been completed if **your** contract includes work at more than one site; or
- 3) when **your work** at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

c. Neither of these hazards include **bodily injury** or **property damage** arising out of:

- 1) the transportation of property, unless the injury or damage arises out of a condition in

or on a vehicle, created by **loading or unloading**;

- 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
- 3) products or work for which the classification on the **declarations** specifies "including Products/Completed Work."

17. **Products** means goods or products manufactured, sold, handled, distributed, or disposed of by **you**, others trading under **your** name, or a person or organization whose business or assets **you** have acquired.

Products includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **products**;
- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such **products**; and
- c. providing or failing to provide warnings or instructions.

Products does not include:

- a. vending machines or other property that is rented to or placed for the use of others, but not sold; or
- b. real property.

18. **Property damage** means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the **occurrence** that caused it.

19. **Temporary worker** means a person who is furnished to **you** as a temporary substitute for an **employee**.

20. **Terms** are all provisions, limitations, exclusions, conditions, and definitions that apply to the Commercial Liability Coverage.

21. **Your work** means:

- a. work or operations performed by **you** or on **your** behalf;

- b. materials, parts, and equipment supplied for such work or operations;
- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

PRINCIPAL COVERAGES

We provide insurance for the following coverages indicated by a specific **limit** or premium charge on the **declarations**.

COVERAGE L -- BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** or **property damage** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** which takes place in the **coverage territory**, and the **bodily injury** or **property damage** must occur during the policy period.

COVERAGE M -- MEDICAL PAYMENTS

1. **We** pay the medical expenses defined below for **bodily injury** caused by an accident:
 - a. on premises **you** own or rent;
 - b. on ways adjacent or next to premises **you** own or rent; or
 - c. arising out of **your** operations.
2. **We** pay such expenses regardless of fault but only if:
 - a. they arise out of an accident that occurred in the **coverage territory** and during the policy period; and
 - b. they are incurred and reported within one year of the accident.
3. Medical expenses means the reasonable and necessary expenses for:
 - a. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
 - b. ambulance, hospital, professional nursing, and funeral services; and

- c. first aid at the time of an accident.

COVERAGE N -- PRODUCTS/COMPLETED WORK

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** or **property damage** arising out of the **products/completed work hazard** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** which takes place in the **coverage territory**, and the **bodily injury** or **property damage** must occur during the policy period.

COVERAGE O -- FIRE LEGAL LIABILITY

We pay for **property damage** to buildings, or parts thereof, which **you** rent from another, or which are loaned to **you**, if the **property damage** is caused by fire for which **you** are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to **property damage** do not apply to this coverage. However, **we** do not cover:

1. liability arising under any contract or agreement to indemnify any person or organization for damage by fire to the premises; or
2. liability arising out of **property damage**:
 - a. which is expected by, directed by, or intended by the **insured**; or
 - b. that is the result of intentional and malicious acts of the **insured**.

SUPPLEMENTAL COVERAGES

Subject to all the **terms** of the Principal Coverages, **we** provide the following supplemental coverages. They do not increase the **limits** stated for the Principal Coverages.

INCIDENTAL CONTRACTUAL LIABILITY

1. **We** cover **bodily injury** or **property damage** liability which is assumed under the following contracts or agreements:
 - a. lease of premises;
 - b. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);

- c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);

- d. sidetrack agreement; or

- e. elevator maintenance agreement.

2. This coverage does not apply to that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

INCIDENTAL MEDICAL MALPRACTICE INJURY

1. **We** cover **bodily injury** arising out of the rendering or failure to render the following services:
 - a. medical, surgical, dental, x-ray, or nursing services or treatment, or the furnishing of food or beverages in connection therewith; or
 - b. the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
2. This coverage does not apply to:
 - a. expenses incurred by an **insured** for first aid to others at the time of an accident;
 - b. an **insured** or an **employee** engaged in the business or occupation of providing any of the services described under 1.a. and 1.b. above; or
 - c. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described in 1.a. and 1.b. above.

MOBILE EQUIPMENT

We pay all sums for which an **insured** is legally liable for **bodily injury** or **property damage** resulting from mobile equipment, including attached equipment and machinery.

1. This coverage applies only to land motor vehicles that meet one or more of the following criteria:
 - a. Those which are used only on premises owned by or rented to **you** (premises includes adjoining ways).
 - b. Those which are designed primarily for use off public roads.
 - c. Those which travel on crawler treads.

- d. Those which are self-propelled and designed or used only to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:

- 1) power cranes, shovels, loaders, diggers, or drills;
- 2) concrete mixers (this does not include the mix-in-transit type); and
- 3) graders, scrapers, rollers, and other road construction or repair equipment.

- e. Those which are not self-propelled, but are used primarily to afford mobility to the following types of equipment permanently attached thereto:

- 1) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
- 2) geophysical exploration, lighting, and well servicing equipment; and
- 3) cherry pickers and similar devices used to raise or lower workers.

2. This coverage does not apply to self-propelled vehicles with the following types of permanently attached equipment:

- a. equipment designed primarily for snow removal, street cleaning, road maintenance other than road construction or resurfacing;
- b. cherry pickers and similar devices used to raise or lower workers;
- c. air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
- d. geophysical exploration, lighting, and well servicing equipment.

We cover **bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraphs 2.b., 2.c., and 2.d. above.

We will provide any liability, uninsured motorists, no fault, or other coverages required by any motor vehicle insurance law. **We** will provide the required **limits** for such required coverage.

DEFENSE COVERAGE

Payments under this coverage are in addition to the **limits** for the Commercial Liability Coverage.

1. **We** have the right and duty to defend a suit

seeking **damages** which may be covered under the Commercial Liability Coverage. **We** may make investigations and settle claims or suits **we** decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving **bodily injury** or **property damage** to which:

- a. **you** must submit; or

- b. **you** submit with **our** consent.

2. **We** do not have to provide defense after **we** have paid an amount equal to the **limit** as the result of:

- a. a judgment; or

- b. a written settlement agreed to by **us**.

3. If **we** defend a suit, **we** will pay:

- a. The costs taxed to the **insured**.

- b. The expenses incurred by **us**.

- c. The actual loss of earnings by an **insured** for the time spent away from work at **our** request. **We** pay up to \$100 per day.

- d. The necessary expenses incurred by an **insured** at **our** request.

- e. Pre-judgment interest awarded against any **insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any pre-judgment interest based on that period of time after the offer.

- f. The interest which accrues beginning with entry of a judgment and ending when **we** tender, deposit in court, or pay up to **our limit**.

- g. The cost of appeal bonds or bonds for the release of attachments up to **our limit**. **We** are not required to apply for or furnish such bonds.

- h. The cost, up to \$500, for bail bonds required of an **insured** because of an accident or traffic violation arising out of the use of a vehicle to which Coverage L applies. **We** are not required to apply for or furnish such bonds.

EXCLUSIONS

We do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

EXCLUSIONS THAT APPLY TO BODILY INJURY AND PROPERTY DAMAGE

1. **We** do not pay for **bodily injury** or **property damage**:

- a. which is expected by, directed by, or intended by the **insured**; or
- b. that is the result of intentional and malicious acts of the **insured**.

This exclusion does not apply to **bodily injury** that arises out of the use of reasonable force to protect people or property.

2. **We** do not pay for **bodily injury** or **property damage** liability which is assumed by the **insured** under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an **insured** would have had in the absence of the contract or agreement; or
- b. **bodily injury** or **property damage** covered under Incidental Contractual Liability Coverage, provided that the **bodily injury** or **property damage** occurs after the effective date of the contract or agreement.

3. **We** do not pay for **bodily injury** or **property damage** that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage.

4. **We** do not pay for **bodily injury** or **property damage** that arises out of the use of mobile equipment in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition or stunt activities or contests.

5. **We** do not pay for **bodily injury** or **property damage** that arises out of transporting mobile equipment by an **auto** owned by, operated by, rented to, or loaned to any **insured**.

6. **We** do not pay for **bodily injury** or **property damage** that arises out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, **loading or unloading** of an **auto**, aircraft, watercraft, or mobile equipment owned by, operated by, rented to, or loaned to any **insured**.

This exclusion does not apply to:

- a. **bodily injury** or **property damage** that arises out of **autos** or mobile equipment covered under Mobile Equipment Coverage;
- b. the parking of an **auto** on premises owned by, rented to, or controlled by **you** or on the ways immediately adjoining if the **auto** is not owned by or rented to or loaned to **you** or the **insured**;
- c. liability assumed under a contract covered under Incidental Contractual Liability Coverage for the ownership, maintenance, or use of an aircraft or a watercraft;
- d. watercraft, if it is on shore on premises owned by, rented to, or controlled by **you**; or
- e. watercraft, if it is not owned by **you** and is:
 - 1) less than 26 feet in length; and
 - 2) not being used to carry persons or property for a charge.

7. **We** do not pay for **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of a person;
- b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
- c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if **you** are in the business of manufacturing, distributing, selling, or serving alcoholic beverages.

8. **We** do not pay for:

- a. **bodily injury** to an **employee** of the **insured** if it occurs in the course of employment by the **insured**; or

- b. consequential injury to a spouse, child, parent, brother, or sister of such injured **employee**.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for **damages** arising out of paragraph 8.a. or 8.b. above.

This exclusion does not apply to liability assumed by the **insured** under a contract covered under Incidental Contractual Liability Coverage.

9. **We** do not pay for:

- a. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants:

- 1) at or from any premises, site, or location which is, or was at any time, owned by, occupied by, rented to, or loaned to any **insured**, unless the **bodily injury** or **property damage** arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located;
- 2) at or from any premises, site, or location which is or was at any time used by or for any **insured** or others, for the handling, storage, disposal, processing, or treatment of waste;
- 3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom any **insured** may be legally responsible; or
- 4) at or from any premises, site, or location where any **insured** or any contractor or subcontractor, directly or indirectly under **your** control, is working:
 - a) if the pollutants are brought on or to the premises, site, or location in connection with such work by such **insured**, unless the **bodily injury** or **property damage** arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located; or
 - b) if the work is to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants.

- b. any loss, cost or expense arising out of any:

- 1) request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of pollutants; or
- 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
10. **We** do not pay for **bodily injury** if benefits are provided or are required to be provided by the **insured** under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.
 11. **We** do not pay for **bodily injury** or **property damage** that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.
 12. **We** do not pay for **bodily injury** that arises out of any:
 - a. refusal to employ;
 - b. termination of employment;
 - c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
 - d. consequential **bodily injury** as a result of 12.a., 12.b. and 12.c. above.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for **damages** arising out of paragraph 12.a., 12.b., 12.c., or 12.d. above.

13. We do not pay for **bodily injury** or **property damage** included within the **products/completed work hazard** except as covered under Coverage N.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

1. **We** do not pay for **property damage** to property owned by, occupied by, or rented to **you**, except as covered under Coverage O.
2. **We** do not pay for **property damage** to premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises. This exclusion does not apply if the premises are **your work** and were not occupied, rented, or held for rental by **you**.
3. **We** do not pay for **property damage** to property used by or loaned to **you**. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
4. **We** do not pay for **property damage** to either business or non-business personal property in the care, custody, or control of the **insured**. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
5. **We** do not pay for **property damage** to that specific part of real property on which work is being performed by:
 - a. **you**; or
 - b. a contractor or subcontractor working directly or indirectly on **your** behalf,if the **property damage** arises out of such work. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
6. **We** do not pay for **property damage** to that specific part of any property that must be restored, repaired, or replaced because of faults in **your work**. This exclusion does not apply to:
 - a. **property damage** covered under the **products/completed work hazard**; or
 - b. liability assumed under a sidetrack agreement.
7. **We** do not pay for **property damage** to **products** if the damage arises out of the **products** or their parts.
8. **We** do not pay for **property damage** to **your work**

if the **property damage** arises out of **your work** and is included in the **products/completed work hazard**. This exclusion does not apply if damage to the work or the part of the work out of which the damage arises is performed by a subcontractor on **your** behalf.

9. **We** do not pay for **property damage** to property that has not been physically injured or destroyed, or to **impaired property**, that arises out of:
 - a. a delay or failure to perform a contract by **you** or one acting on **your** behalf; or
 - b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **products**.

This exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of **your work** or **products** after having been put to its intended use.

10. **We** do not pay for any loss or expense incurred by **you** or anyone else arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of (including any expenses involved in the withdrawal or recall) of **your work, products, or impaired property**. This applies when the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal was because of a known or suspected defect, deficiency, or unsafe condition.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

These exclusions apply in addition to the other exclusions that apply to **bodily injury**.

1. **We** do not pay for medical expenses for **bodily injury** to an **insured**.
2. **We** do not pay for medical expenses for **bodily injury** to a person hired by or on behalf of any **insured** to do work for:
 - a. an **insured**; or
 - b. a tenant of an **insured**.
3. **We** do not pay for medical expenses for **bodily injury** to a person injured on that part of the premises owned by or rented to **you** that the person normally occupies.

4. **We** do not pay for medical expenses for **bodily injury** to a person injured while taking part in athletic activities.
 5. **We** do not pay for medical expenses for **bodily injury** included in the **products/completed work hazard**.
 6. **We** do not pay for medical expenses for **bodily injury** to **your** members if **you** are a club.
 7. **We** do not pay for medical expenses for **bodily injury** to a guest of a hotel, motel, or tourist court owned or operated by **you** or on **your** behalf.
 8. **We** do not pay for medical expenses for **bodily injury** to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease or like law.
 9. **We** do not pay for medical expenses for **bodily injury** to a:
 - a. student or camper enrolled in a program of any facility owned or operated by **you** or on **your** behalf; or
 - b. patient or inmate being treated or detained in a facility owned or operated by **you** or on **your** behalf.
3. **Volunteer Payments** -- An **insured** must not make payments or assume obligations or other costs except at the **insured's** own cost. This does not apply to first aid to others at the time of **bodily injury**.
4. **Other Duties** -
 - a. If a claim is made or suit is brought, the **insured** must:
 - 1) promptly send to **us** copies of all legal papers, demands, and notices; and
 - 2) at **our** request, assist in:
 - a) a settlement;
 - b) the conduct of suits. This includes the attendance at trials or hearings;
 - c) the enforcing of rights against all parties who may be liable to an **insured** for the injury or damage;
 - d) the securing of and giving of evidence; and
 - e) obtaining the attendance of all witnesses.
 - b. In the case of a medical payments loss:
 - 1) the injured person (or one acting on such person's behalf) must:
 - a) give **us** written proof of claim (under oath if requested) as soon as practicable; and
 - b) give **us** permission to get copies of the medical records;
 - 2) the injured person must submit to medical exams by doctors chosen by **us** when and as often as **we** may reasonably require.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -
 - a. In the case of an **occurrence**, or if an **insured** becomes aware of anything that indicates that there might be a claim under the Commercial Liability Coverage, **you** must arrange for prompt notice to be given to **us** or **our** agent. Notice to **our** agent is notice to **us**.
 - b. The notice to **us** must state:
 - 1) the **insured's** name;
 - 2) the policy number;
 - 3) the time, the place, and the circumstances of the **occurrence**, or the situation that indicates that there might be a claim; and
 - 4) the names and addresses of all known potential claimants and witnesses.
2. **Cooperation** -- All **insureds** involved with an **occurrence** or an offense must cooperate with **us** in performing all acts required by the Commercial Liability Coverage.

HOW MUCH WE PAY

1. The **limits**, shown on the **declarations** and subject to the following conditions, are the most **we** pay regardless of the number of:
 - a. **insureds** under the Commercial Liability Coverage;
 - b. persons or organizations who sustain injury or damage; or
 - c. claims made or suits brought.

The payment of a claim under Coverage M does not mean that **we** admit **we** are liable under other coverages.

2. The General Aggregate Limit is the most **we** will pay during a policy period for the sum of:
 - a. all **damages** under Coverage L, except **damages** due to **bodily injury** or **property damage** included under Coverage N.
 - b. all medical expenses under Coverage M; and
 - c. all **damages** under Coverage O.
3. The Products/Completed Work Hazard Aggregate **Limit** is the most **we** will pay during a policy period for **damages** due to **bodily injury** or **property damage** included under Coverage N.
4. The Each Occurrence Limit, subject to the General Aggregate **Limit** and the Products/Completed Work Hazard Aggregate Limit, is the most **we** will pay for the total of:
 - a. **damages** under Coverages L, N, and O; and
 - b. medical expenses under Coverage M.

due to all **bodily injury** and **property damage** arising out of a single **occurrence**.
5. Subject to the Each Occurrence Limit and the General Aggregate Limit, **our limit** for **property damage** covered under Coverage O is \$50,000 for each **occurrence** unless otherwise shown on the **declarations**.
6. Subject to the General Aggregate Limit and the Each Occurrence Limit, the Coverage M Limit is the most that **we** will pay under Coverage M for all medical expenses because of **bodily injury** sustained by any one person.
7. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the **declarations**. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining **limits**.

CONDITIONS

1. **Bankruptcy** -- Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations

under Commercial Liability Coverage.

2. **Insurance Under More Than One Policy** -- (Applies to all coverages except Coverage M -- Medical Payments.)
 - a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of **our** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
 - b. If the other insurance is also primary, **we** will share in the loss as follows:
 - 1) If the other insurance provides for contribution by equal shares, **we** will pay equal amounts with other insurers until:
 - a) the lowest applicable **limit** under any one policy is reached; or
 - b) the full amount of the loss is paid.

If part of the loss remains unpaid, **we** will pay an equal share with the other insurers until the full amount of the loss is paid, or until **we** have paid **our limit** in full.
 - 2) If the other insurance does not provide for contribution by equal shares, **we** will pay, up to **our limit**, no more than that proportion of the loss to which the applicable **limit** under this policy for such loss bears to the total applicable **limit** for all insurance against the loss.
 - c. Insurance under this Commercial Liability Coverage is excess over any other insurance:
 - 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:
 - a) fire, extended coverage, builders' risk, installation risk, or similar coverage for **your work**; or
 - b) fire insurance for premises rented to **you**; or
 - 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, **autos**, or watercraft which may be covered by this policy.

d. When this insurance is excess over any other insurance:

- 1) **we** will have no duty to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, **we** will do so. However, **we** will be entitled to the **insured's** rights against all those other insurers.
- 2) **we** will pay **our** share of the amount of loss, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b) the total of all deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the **limits** shown on the **declarations** of this Commercial Liability Coverage.

3. **Misrepresentation, Concealment or Fraud** -- This coverage is void as to **you** and any other **insured** if before or after a loss:

- a. **you** have or any **insured** has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the **insured's** interest herein;
- b. there has been fraud or false swearing by **you** or any other **insured** with regard to a matter that relates to this insurance or the subject thereof.

4. **Motor Vehicle Financial Responsibility Certification** -- When Commercial Liability Coverage is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided for **bodily injury** liability or **property damage** liability will comply with the provisions of the law to the extent of the coverage and **limits** of insurance required by that law.

5. **Premium** -- If the premium is shown on the **declarations** as a deposit premium, **we** will compute the final earned premium at the end of each audit period shown on the **declarations**. If it is more than the deposit premium paid by **you**, **we** will bill **you** for the difference. If the final earned

premium is less than the deposit premium paid by **you**, **we** will return the difference to **you**. **You** must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to **us** at the end of the audit period or when requested by **us**.

6. **Separate Insureds** -- Coverage provided under the Commercial Liability Coverage applies separately to each **insured** against whom claim is made or suit is brought. This does not affect the **limits** stated under How Much We Pay.

7. **Subrogation** -- If **we** pay under the Commercial Liability Coverage, **we** may require from an **insured** an assignment of any right of recovery. **We** are not liable under the Commercial Liability Coverage if any **insured** has impaired **our** right to recover. An **insured** may waive the right to recover, in writing, before an **occurrence** takes place.

8. **Suit Against Us** -- No suit may be brought against **us** unless:

- a. all the **terms** of the Commercial Liability Coverage have been complied with; and
- b. the amount of the **insured's** liability has been determined by:
 - 1) a final judgment against an **insured** as a result of a trial; or
 - 2) a written agreement by the **insured**, the claimant, and **us**.

No person has a right under the Commercial Liability Coverage to join **us** or implead **us** in actions that are brought to determine an **insured's** liability.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply:

1. under any liability coverage, to **bodily injury** or **property damage**:
 - a. with respect to which an **insured** under the policy is also an **insured** under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its

termination upon exhaustion of its **limit** of liability; or

- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
 - 2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
3. under any liability coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. the **nuclear material**:
 - 1) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - 2) has been discharged or dispersed therefrom;
 - b. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an **insured**; or
 - c. the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (c.) applies only to **property damage** to such **nuclear facility** and any property thereat.
2. **Nuclear Material** -- This means **source material, special nuclear material, or by-product material**.
3. **Source Material, Special Nuclear Material, By-product Material** -- These have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. **Spent Fuel** -- This means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** -- This means any **waste** material:
 - a. containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
6. **Nuclear Facility** -- This means:
 - a. any **nuclear reactor**.
 - b. any equipment or device designed or used for:
 - 1) separating the isotopes of uranium or plutonium;
 - 2) processing or utilizing **spent fuel**; or
 - 3) handling, processing, or packaging **waste**.
 - c. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-233 or any combination thereof, or more than 250 grams of uranium-235.
 - d. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;

DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. **Hazardous Properties** -- These include radioactive, toxic, or explosive properties.
7. **Nuclear Reactor** -- This means any apparatus designed or used:

and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.

- a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. **Property Damage** -- This includes all forms of radioactive contamination of property.

COVERAGE E – EMPLOYEE BENEFITS LIABILITY COVERAGE CLAIMS MADE BASIS

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Limits: \$ _____ each claim
\$ _____ aggregate

Deductible: \$1,000 each claim

Retroactive Date: _____

The Commercial Liability Coverage is amended
as follows:

DEFINITIONS

The following additional or revised definitions
apply only to Coverage E:

1. The definition of "insured" is replaced by the following:

"Insured" means "you" and any partner, executive officer, director, stockholder, manager, member, or "employee", if they are authorized to act and are acting in the "administration" of the "insured's" "Employee Benefit Program".

2. The definition of "employee" is replaced by the following:

"Employee" means "your" officers or "employees", whether actively employed, disabled, or retired; prospective "employees"; former "employees"; and the beneficiaries or representatives of any of them. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

3. The following definitions are added:

- a. "Employee Benefit Program" -- This means one or more of the following types of plans, or insurance, maintained by "you" for the benefit of "your" "employees":

- 1) group life insurance or group accident and health insurance;
- 2) profit sharing plans, pension plans, retirement plans, or employee stock subscription plans;
- 3) worker's compensation, unemployment insurance, salary continuation plans, social security benefits, or disability benefits insurance;
- 4) travel plans, savings plans, or vacation plans; or
- 5) any other type of insurance or plan described in the Schedule.

- b. "Administration" means performing the following acts for the "Employee Benefit Program":

- 1) giving counsel to "employees";
- 2) interpreting the "Employee Benefit Program";
- 3) handling and maintenance of records;

- 4) effecting enrollment, termination, or cancellation of "employees";
- 5) calculating service and compensation credits;
- 6) calculating benefits;
- 7) preparing "employee" communication material, reports required by government agencies, and reports concerning participants' benefits;
- 8) processing claims; or
- 9) collection of contributions and distribution thereof;

provided all of these acts are authorized by "you".

- c. "Claim" means a demand for money or services, including the bringing of suit or the initiation of alternative dispute resolution proceedings against an "insured".
- d. "Notice of claim" means a "claim" for "damages" made against an "insured" and received by the "insured" or by "us". The notice is deemed to be made as of the time it is received and recorded by any "insured", or by "us", whichever comes first. "Notice of claim" is not the same as the notice which "you" are required to give "us" in What Must Be Done In Case of Loss.

PRINCIPAL COVERAGES

COVERAGE E -- EMPLOYEE BENEFITS LIABILITY

1. "We" will pay all sums which an "insured" becomes legally obligated to pay as "damages" due to injury to an "employee" caused by the negligent act, error, or omission of the "insured" in the "administration" of an "Employee Benefit Program". This coverage applies only if:

- a. the event occurred in the "basic territory";
- b. the event did not occur before the Retroactive Date shown in the Schedule, or after the end of the policy period; and
- c. a "notice of claim" is first made within the policy period or any Extended Reporting Period provided under this coverage.

2. This insurance applies only if a "claim" for "damages" because of a negligent act, error, or omission in the "administration" of the "insured's" "Employee Benefit Program" is first made against an "insured" during the policy period by:

- a. an "employee";
- b. a former "employee"; or
- c. the beneficiaries or legal representatives of an "employee" or former "employee".

DEFENSE COVERAGES

With respect to Coverage E only, Defense Coverage is replaced by the following:

Payments under this coverage are in addition to the "limits" for the Commercial Liability Coverage.

1. "We" have the right and duty to defend a suit seeking damages which may be covered under Coverage E -- Employee Benefits Liability. "We" may make investigations and settle "claims" or suits "we" decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving a "claim" for "damages" that may be covered under Coverage E -- Employee Benefits Liability to which:

- a. "you" must submit; or
- b. "you" submit with "our" consent.
2. "We" do not have to provide defense after "we" have paid an amount equal to the "limit" as the result of:
 - a. a judgment; or
 - b. a written settlement agreed to by "us".
3. If "we" defend a suit, "we" will pay:
 - a. The costs taxed to the "insured".
 - b. The expenses incurred by "us".
 - c. The actual loss of earnings by the "insured" for the time spent away from work at "our" request. "We" pay up to \$100 per day.
 - d. The necessary expenses incurred by the "insured" at "our" request.
 - e. Pre-judgment interest awarded against the "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer.
 - f. The interest which accrues beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay up to "our" "limit".
 - g. The cost of appeal bonds or bonds for the release of attachments up to "our" "limit". "We" are not required to apply for or furnish such bonds.

EXCLUSIONS

EXCLUSIONS THAT APPLY ONLY TO EMPLOYEE BENEFITS LIABILITY

1. "We" do not pay for any dishonest, fraudulent, criminal, or malicious act, libel, slander, discrimination, or humiliation.
2. "We" do not pay for "bodily injury" or "property damage".
3. "We" do not pay for the failure to perform a contract by any insurer, including failure of any plan included in the "Employee Benefit Program".
4. "We" do not pay for the "insured's" failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits.
5. "We" do not pay for a "claim" based on:
 - a. the failure of any stock, bond, mutual fund, or other investment to perform as represented by an "insured";
 - b. advice given by an "insured" to participate or not to participate in stock subscription plans; or
 - c. the investment or non-investment of funds.
6. "We" do not pay for a "claim" based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any regulations pertaining thereto.
7. "We" do not pay for "claims" resulting from the termination of any plan included in the "Employee Benefit Program".

WHAT MUST BE DONE IN CASE OF LOSS

The following revisions apply with respect to Coverage E:

1. The Notice provision is replaced by the following:

Notice --

- a. If an "insured" becomes aware of anything that indicates there might be a "claim" covered under Coverage E -- Employee Benefits Liability Coverage, the "insured" must promptly give written notice to "us" or "our" agent.

- b. The notice to "us" must state:

- 1) the "insured's" name,
- 2) the policy number,
- 3) the time, the place, and the circumstances of the event, and
- 4) the names and addresses of all known potential claimants.

2. The Other Duties provision is replaced by the following:

Other Duties --

- a. If a "claim" is made or suit is brought, the "insured" must:
 - 1) promptly send to "us" copies of all legal papers, demands, and notices; and
 - 2) at "our" request, assist in:
 - a) a settlement;
 - b) the conduct of suits. This includes the attendance at trials or hearings;
 - c) the enforcing of rights against all parties who may be liable to an "insured" for the injury or damage;

- d) the securing of and giving of evidence; and
- e) obtaining the attendance of all witnesses.

- b. If a "notice of claim" is received, the "insured" must:

- 1) immediately record the specifics of the "claim" and the date received; and
- 2) notify "us" as soon as practical.

"You" must see to it that "we" receive written notice of the "claim" as soon as practical.

HOW MUCH WE PAY

With respect to only Coverage E, How Much We Pay is replaced by the following:

1. The "limits", shown on the Schedule and subject to the following conditions, are the most "we" pay regardless of the number of:
 - a. "insureds" under the Commercial Liability Coverage;
 - b. persons or organizations who sustain injury or damage; or
 - c. "claims" made or suits brought.

The payment of a "claim" under Coverage M does not mean that "we" admit "we" are liable under other coverages.

2. The Aggregate Limit shown for Coverage E - Employee Benefits Liability is the most "we" will pay during each annual policy period for "damages" arising out of "claims" covered under Coverage E -- Employee Benefits Liability.

3. The Each Claim Limit, subject to the Aggregate Limit for Coverage E -- Employee Benefits Liability, is the most "we" will pay for all "damages" arising out of a single "claim" covered under Coverage E -- Employee Benefits Liability.
4. Deductible -- The deductible amount shown on the Schedule will be deducted from the amount of each "claim" when determined, and "we" will be liable only for the loss in excess of that amount.

CONDITIONS

With respect to Coverage E only, the following provision is added:

Settlement of Deductible -- "We" may pay all or any part of the deductible amount to effect settlement of a "claim" or suit. Upon notification of "our" action, "you" will promptly reimburse "us" for the part of the deductible amount that "we" have paid.

EXTENDED REPORTING PERIODS

With respect to Coverage E only, the following provisions are added:

1. Provisions Applicable To All Extended Reporting Periods

- a. "We" will provide a Basic Extended Reporting Period and a Supplemental Extended Reporting Period, as described below, if:
 - 1) this coverage is cancelled or not renewed for any reason except nonpayment of premium,
 - 2) "we" renew or replace this coverage with other insurance that:

- a) provides claims-made coverage, and
- b) has a Retroactive Date later than the one shown on the Schedule; or

- 3) "we" replace this coverage with other insurance that does not apply on a claims-made basis.

- b. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "damages" that occur before the end of the policy period, but not before the Retroactive Date, if any, shown on the Schedule.

A "claim" made within 12 months after the policy period ends will be considered to have been made on the last day of the policy period, provided the "claim" is for "damages" caused by a negligent act, error, or omission of the "insured" in the "administration" of the "insured's" "Employee Benefit Program" that occurred before the end of the policy period, but not before the Retroactive Date.

Once in effect, Extended Reporting Periods may not be cancelled.

- c. Extended Reporting Periods do not reinstate or increase the "limits" of insurance applicable to any "claim" to which this coverage applies, except to the extent described for Supplemental Extended Reporting Periods.

2. Provisions Applicable to Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

- a. 12 months for "claims" arising out of an event which has been reported to "us" not later than 60 days after the end of the policy period, in accordance with the Notice provision in What Must Be Done In Case Of Loss; or
- b. 60 days after the end of the policy period for all other "claims".

3. **Provisions Applicable to Supplemental Extended Reporting Period**

A supplemental Extended Reporting Period of unlimited duration may be provided by

endorsement and for an additional charge. The additional charge will not exceed 200% of the annual premium for Coverage E. "You" must give "us" a written request for this endorsement not later than 60 days after the end of the policy period.

This supplemental coverage will be subject to a separate aggregate "limit" of insurance but only for "claims" that come within its provisions.

GL-892 Ed 3.0

Copyright MCMXCVI
American Association of Insurance Services

This endorsement changes the
Employee Benefits Liability Coverage
provided by this policy
-- PLEASE READ THIS CAREFULLY --

EMPLOYEE BENEFITS LIABILITY COVERAGE SUPPLEMENTAL EXTENDED REPORTING PERIOD

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Premium:

\$ _____

Coverage E -- **Employee** Benefits Liability Coverage is amended as follows:

EXTENDED REPORTING PERIODS

Additional Provisions Applicable to Supplemental Extended Reporting Period

The time for reporting a **claim** which is otherwise covered under Coverage E is extended without limit for a supplemental period starting when the Basic Extended Reporting Period ends.

HOW MUCH WE PAY

Paragraph 2. of the Coverage E -- **Employee** Benefits Liability Coverage is replaced with the following:

The Aggregate Limit shown for Coverage E -- Employee Benefits Liability is the most **we** will pay during each annual policy period. It does not apply to **damages** for **claims** first received and recorded during the Supplemental Extended Reporting Period. The Supplemental Coverage E -- Employee Benefits Liability Aggregate Limit applies only to, and is the most **we** will pay for, **claims** first received and recorded during the Supplemental Extended Reporting Period. This separate **limit** is equal to the aggregate **limit** dollar amount shown in the Schedule for Coverage E.

CONDITIONS

The following provision is added to "Insurance Under More Than One Policy":

Insurance afforded for **claims** first reported during the Supplemental Extended Reporting Period is excess over any other insurance whose policy period began after or continued after the Supplemental Extended Reporting Period began.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EMPLOYEE REDEFINED

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **employee** is replaced by the following:

Employee does not include a **leased worker** or a **temporary worker**.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

CROSS LIABILITY COVERAGE

The Commercial Liability Coverage is amended as follows:

We provide coverage for **bodily injury** (or **personal injury**, if provided by the Commercial Liability Coverage) to an **insured**, unless specifically excluded.

COMMERCIAL LIABILITY COVERAGE (BROAD FORM COVERAGE)

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help **you** locate particular sections of this form.

TABLE OF CONTENTS

	Page
Agreement	1
Definitions	2
Principal Coverages	
Coverage L -- Bodily Injury/Property Damage	5
Coverage M -- Medical Payments	5
Coverage N -- Products/Completed Work	5
Coverage O -- Fire Legal Liability	5
Coverage P -- Personal Injury/Advertising Injury	5
Supplemental Coverages	5
Defense Coverage	7
Exclusions	
Exclusions That Apply To Bodily Injury, Property Damage, Personal Injury, And/Or Advertising Injury	8
Additional Exclusions That Apply Only To Personal Injury And/Or Advertising Injury	10
Additional Exclusions That Apply Only To Property Damage	10
Additional Exclusions That Apply Only To Medical Payments	11
What Must Be Done In Case Of Loss	11
How Much We Pay	12
Conditions	13
Nuclear Energy Liability Exclusion	14
Nuclear Energy Liability Exclusion Definitions	15
Common Policy Conditions -- These are shown on a separate form.	

Endorsements may also apply. They are identified on the **declarations**.

Refer to the Definitions for words that have special meanings. These words are shown in "**bold type**."

AGREEMENT

Subject to all the **terms**, and in return for **your** payment of the required premium, **we** provide the Commercial Liability Coverage described in this policy.

Policy **terms** that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties also apply.

DEFINITIONS

1. The words **you** and **your** mean the person, persons or organization named as the insured on the **declarations**.
2. The words **we**, **us**, and **our** mean the company providing this coverage.
3. **Advertising injury** means injury (other than **bodily injury**, **property damage**, or **personal injury**) arising out of one or more of the following offenses:
 - a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or organization's goods, products, or services; or
 - 3) that violates a person's right of privacy.
 - b. misappropriation of advertising ideas or style of doing business.
 - c. infringement of copyright, title, slogan, trademark, or trade name.
4. **Auto** means a land motor vehicle, a trailer, or a semi-trailer which is designed for use on public roads.

Auto includes attached machinery and equipment.
5. **Basic territory** means the United States of America, its territories and possessions, Canada, and Puerto Rico.
6. **Bodily injury** means bodily harm, sickness, or disease sustained by a person and includes required care and loss of services. **Bodily injury** includes death that results from bodily harm, sickness, or disease. **Bodily injury** does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.
7. **Coverage territory** means:
 - a. the **basic territory**;
 - b. international waters or airspace, only if the **bodily injury**, **property damage**, **personal injury**, or **advertising injury** occurs in the course of travel to or from the **basic territory**;
 - c. the world, if the injury or damage arises out of:
 - 1) **products you** have made or sold in the **basic territory**; or
 - 2) the activities of a person who normally resides in the **basic territory**, but is away for a short time on **your** business; and

provided that the **insured's** liability to pay **damages** has been determined in a suit on the merits in the **basic territory**, or in a settlement that **we** have agreed to.
8. **Damages** means compensation in the form of money for a person who claims to have suffered an injury.
9. **Declarations** means all pages labeled "Declarations," "Supplemental Declarations," or "Schedules," which pertain to this policy.
10. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
11. **Impaired property** means tangible property (other than **products** or **your work**):
 - a. whose value has been decreased:
 - 1) because it includes **products** or **your work** that is, or is believed to be, deficient or dangerous; or
 - 2) because **you** failed to carry out the terms of a contract; and
 - b. whose value can be restored:
 - 1) by the repair, replacement, adjustment, or removal of **products** or **your work**; or
 - 2) by **your** fulfilling the terms of the contract.
12. **Insured** means:
 - a. **you** and **your** spouse, but only with respect to the conduct of a business of which **you** are the sole owner, if shown on the **declarations** as an individual;
 - b. **you** and all **your** partners or members and their spouses, but only with respect to the conduct of **your** business, if shown on the **declarations** as a partnership or a joint venture; or
 - c. **you** and all of **your** executive officers and directors, but only while acting within the scope of their duties, if shown on the **declarations** as an organization (other than a partnership or a joint venture). It also includes **your** stockholders, but only for their liability as such.

Insured also includes:

- a. any person or organization, except **your employees**, while acting as **your** real estate manager;
- b. if **you** die during the policy period, **your** legal representative while acting within the scope of those duties as such, or a person who has custody of **your** property with respect to liability arising out of the maintenance or use of that property until **your** legal representative is appointed. **Your** legal representative has all **your** rights and duties under this coverage;
- c. with respect to the operation, with **your** permission, of mobile equipment:
 - 1) **your employee** in the course of employment. This does not apply to a fellow **employee** injured in the course of employment;
 - 2) any other person, including another person or an organization legally liable for the conduct of such person, but only:
 - a) for liability arising out of the operation of the equipment; and
 - b) if there is no other insurance covering the liability available to them;
 - 3) no person or organization is an **insured** for **property damage** to property owned by, rented to, in the charge of, or occupied by **you**, or an employer of any person who is an **insured** under paragraph c.
- d. **your employees**, for acts within the scope of their employment by **you** (this does not include **your** executive officers). None of these **employees** are **insureds** for:
 - 1) **bodily injury, personal injury, and advertising injury** to **you** or to a fellow **employee**; or
 - 2) **property damage** to property owned by, rented to, or loaned to **employees**, or any of **your** partners or members and their spouses (if **you** are a joint venture or a partnership).
- e. any organization (other than a joint venture or a partnership) newly acquired or formed by **you**, and in which **you** have a majority interest.
Such an organization is not an **insured**:
 - 1) if there is other similar insurance available to it;
 - 2) after 90 days immediately following that

acquisition or formation or the end of the policy period, whichever is earlier;

- 3) for **bodily injury** or **property damage** that occurred prior to the acquisition or formation; or
- 4) for **personal injury** or **advertising injury** arising out of an offense committed prior to the acquisition or formation.

No person or organization is an **insured** with respect to the conduct of a current or past partnership or joint venture that is not named on the **declarations** as an **insured**.

13. **Leased worker** means a person whom **you** lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
14. **Limit** means the amount of coverage that applies.
15. **Loading or unloading** means the movement of property:
 - a. starting with after it is removed from the point where it has been accepted for transit by **auto**, aircraft, or watercraft;
 - b. continuing while it is in or on such vehicle; and
 - c. ending when it has been removed from the vehicle at its point of destination.

Loading or unloading includes movement by:

- a. a hand truck; or
 - b. any mechanical device only when attached to the vehicle.
16. **Occurrence** means an accident and includes repeated exposure to similar conditions.
 17. **Personal injury** means injury (other than **bodily injury, property damage, or advertising injury**) arising out of one or more of the following offenses:
 - a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or an organization's goods, products, or services; or
 - 3) that violates a person's right of privacy;

- b. false arrest, detention, or imprisonment;
- c. malicious prosecution; or
- d. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

18. Products/completed work hazard --

- a. **Products hazard** means **bodily injury** or **property damage** occurring away from premises **you** own or rent and arising out of **products** after physical possession of the **products** has been relinquished to others.
- b. **Completed work hazard** means **bodily injury** or **property damage** occurring away from premises **you** own or rent and arising out of **your work**. It does not include work that has not been completed, or that has not been abandoned.

Your work is deemed completed at the earliest of the following times:

- 1) when all work specified in **your** contract has been done;
- 2) when all **your work** to be done at a job site has been completed if **your** contract includes work at more than one site; or
- 3) when **your work** at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

- c. Neither of these hazards include **bodily injury** or **property damage** arising out of:
 - 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, created by **loading or unloading**;
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
 - 3) products or work for which the classification on the **declarations** specifies "including Products/Completed Work."

- 19. **Products** means goods or products manufactured, sold, handled, distributed, or disposed of by **you**, others trading under **your** name, or a person or organization whose business or assets **you** have acquired.

Products includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **products**;
- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such **products**; and
- c. providing or failure to provide warnings or instructions.

Products does not include:

- a. vending machines or other property that is rented to or placed for the use of others, but not sold; or
- b. real property.

20. Property damage means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the **occurrence** that caused it.

- 21. **Temporary worker** means a person who is furnished to **you** as a temporary substitute for an **employee**.

- 22. **Terms** are all provisions, limitations, exclusions, conditions, and definitions that apply to the Commercial Liability Coverage.

23. Your work means:

- a. work or operations performed by **you** or on **your** behalf;
- b. materials, parts, and equipment supplied for such work or operations;
- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

PRINCIPAL COVERAGES

We provide insurance for the following coverages indicated by a specific **limit** or premium charge on the **declarations**.

COVERAGE L -- BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** or **property damage** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** which takes place in the **coverage territory**, and the **bodily injury** or **property damage** must occur during the policy period.

COVERAGE M -- MEDICAL PAYMENTS

1. **We** pay the medical expenses defined below for **bodily injury** caused by an accident:
 - a. on premises **you** own or rent;
 - b. on ways adjacent or next to premises **you** own or rent; or
 - c. arising out of **your** operations.
2. **We** pay such expenses regardless of fault but only if:
 - a. they arise out of an accident that occurred in the **coverage territory** and during the policy period; and
 - b. they are incurred and reported within one year of the accident.
3. Medical expenses means the reasonable and necessary expenses for:
 - a. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
 - b. ambulance, hospital, professional nursing, and funeral services; and
 - c. first aid at the time of an accident.

COVERAGE N -- PRODUCTS/COMPLETED WORK

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** or **property damage** arising out of the **products/completed work hazard** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** which takes place in the **coverage territory**, and the **bodily injury** or **property**

damage must occur during the policy period.

COVERAGE O -- FIRE LEGAL LIABILITY

We pay for **property damage** to buildings, or parts thereof, which **you** rent from another, or which are loaned to **you**, if the **property damage** is caused by fire for which **you** are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to **property damage** do not apply to this coverage. However, **we** do not cover:

1. liability arising under any contract or agreement to indemnify any person or organization for damage by fire to the premises; or
2. liability arising out of **property damage**:
 - a. which is expected by, directed by, or intended by the **insured**; or
 - b. that is the result of intentional and malicious acts of the **insured**.

COVERAGE P -- PERSONAL INJURY LIABILITY ADVERTISING INJURY LIABILITY

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **personal injury** or **advertising injury** to which this insurance applies.

1. **We** cover:
 - a. **personal injury** arising out of an offense committed in the course of your business, excluding advertising, publishing, broadcasting, or telecasting done by **you** or on **your** behalf; and
 - b. **advertising injury** arising out of an offense committed in the course of advertising **your** goods, products, or services.
2. The **personal injury** or **advertising injury** offense must be committed:
 - a. within the **coverage territory**; and
 - b. during the policy period.

SUPPLEMENTAL COVERAGES

Subject to all the **terms** of the Principal Coverages, **we** provide the following supplemental coverages. They do not increase the **limits** stated for the Principal Coverages.

CONTRACTUAL LIABILITY

1. **We cover bodily injury or property damage** liability which is assumed under the following contracts or agreements:
 - a. lease of premises;
 - b. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
 - c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);
 - d. sidetrack agreement;
 - e. elevator maintenance agreement; or
 - f. any part of any other contract or agreement relating to the conduct of **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume tort liability to pay **damages** because of **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This coverage does not apply to that part of any contract or agreement:
 - a. that indemnifies any person or organization for **bodily injury** or **property damage** arising out of operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
 - b. that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - 1) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
 - 2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - c. under which the **insured**, if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the **insured's** rendering or failing to render professional services, including those listed in 2.b.1) above, and supervisory, inspection, or engineering services; or

- d. that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

INCIDENTAL MEDICAL MALPRACTICE INJURY

1. **We cover bodily injury** arising out of the rendering or failure to render the following services:
 - a. medical, surgical, dental, x-ray, or nursing services or treatment, or the furnishing of food or beverages in connection therewith; or
 - b. the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
2. This coverage does not apply to:
 - a. expenses incurred by an **insured** for first aid to others at the time of an accident;
 - b. an **insured** or an **employee** engaged in the business or occupation of providing any of the services described under 1.a. and 1.b. above; or
 - c. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described in 1.a. and 1.b. above.

MOBILE EQUIPMENT

We pay all sums for which an **insured** is legally liable for **bodily injury** or **property damage** resulting from mobile equipment, including attached equipment and machinery.

1. This coverage applies only to land motor vehicles that meet one or more of the following criteria:
 - a. Those which are used only on premises owned by or rented to **you** (premises includes adjoining ways).
 - b. Those which are designed primarily for use off public roads.
 - c. Those which travel on crawler treads.
 - d. Those which are self-propelled and designed or used only to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:

- 1) power cranes, shovels, loaders, diggers, or drills;
 - 2) concrete mixers (this does not include the mix-in-transit type); and
 - 3) graders, scrapers, rollers, and other road construction or repair equipment.
- e. Those which are not self-propelled, but are used primarily to afford mobility to the following types of equipment permanently attached thereto:
- 1) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
 - 2) geophysical exploration, lighting, and well servicing equipment; and
 - 3) cherry pickers and similar devices used to raise or lower workers.
2. This coverage does not apply to self-propelled vehicles with the following types of permanently attached equipment:
- a. equipment designed primarily for snow removal, street cleaning, road maintenance other than road construction, or resurfacing;
 - b. cherry pickers and similar devices used to raise or lower workers;
 - c. air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
 - d. geophysical exploration, lighting, and well servicing equipment.

We cover **bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraphs 2.b., 2.c., and 2.d. above.

We will provide any liability, uninsured motorists, no fault, or other coverages required by any motor vehicle insurance law. **We** will provide the required **limits** for such required coverage.

DEFENSE COVERAGE

Payments under this coverage are in addition to the **limits** for the Commercial Liability Coverage.

1. **We** have the right and duty to defend a suit seeking **damages** which may be covered under the Commercial Liability Coverage. **We** may make investigations and settle claims or suits **we** decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving **bodily injury**, **property damage**, **personal injury**, or **advertising injury** to which:

- a. **you** must submit; or
 - b. **you** submit with **our** consent.
2. **We** do not have to provide defense after **we** have paid an amount equal to the **limit** as the result of:
- a. a judgment; or
 - b. a written settlement agreed to by **us**.
3. If **we** defend a suit, **we** will pay:
- a. The costs taxed to the **insured**.
 - b. The expenses incurred by **us**.
 - c. The actual loss of earnings by the **insured** for the time spent away from work at **our** request. **We** pay up to \$100 per day.
 - d. The necessary expenses incurred by the **insured** at **our** request.
 - e. Pre-judgment interest awarded against the **insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any pre-judgment interest based on that period of time after the offer.
 - f. The interest which accrues beginning with entry of a judgment and ending when **we** tender, deposit in court, or pay up to **our limit**.
 - g. The cost of appeal bonds or bonds for the release of attachments up to **our limit**. **We** are not required to apply for or furnish such bonds.
 - h. The cost, up to \$500, for bail bonds required of an **insured** because of an accident or traffic violation arising out of the use of a vehicle to which Coverage L applies. **We** are not required to apply for or furnish such bonds.

EXCLUSIONS

We do not pay for a loss if one or more of the following excluded events apply to the loss, regardless

of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

1. **We** do not pay for **bodily injury, property damage, personal injury, or advertising injury** liability which is assumed by the **insured** under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an **insured** would have had in the absence of the contract or agreement; or
 - b. **bodily injury** or **property damage** covered under Contractual Liability Coverage, provided that the **bodily injury** or **property damage** occurs after the effective date of the contract or agreement.
2. **We** do not pay for **bodily injury, property damage, personal injury, or advertising injury** that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage.
 3. **We** do not pay for **bodily injury, property damage, personal injury, or advertising injury** that arises out of the use of mobile equipment in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
 4. **We** do not pay for **bodily injury, property damage, personal injury, or advertising injury** that arises out of transporting mobile equipment by an **auto** owned by, operated by, rented to, or loaned to any **insured**.
 5. **We** do not pay for **bodily injury, property damage, personal injury, and advertising injury** that arises out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, **loading or unloading** of an **auto**, aircraft, watercraft, or mobile equipment owned by, operated by, rented to, or loaned to any **insured**.

This exclusion does not apply to:

- a. **bodily injury** or **property damage** that arises out of **autos** or mobile equipment covered under Mobile Equipment Coverage;

- b. the parking of an **auto** on premises owned by, rented to, or controlled by **you** or on the ways immediately adjoining if the **auto** is not owned by or rented to or loaned to **you** or the **insured**;
- c. liability assumed under a contract covered under Contractual Liability Coverage for the ownership, maintenance, or use of an aircraft or a watercraft;
- d. watercraft, if it is on shore on premises owned by, rented to, or controlled by **you**; or
- e. watercraft, if it is not owned by **you** and is:

- 1) less than 26 feet in length; and
- 2) not being used to carry persons or property for a charge.

6. **We** do not pay for **bodily injury, property damage, personal injury, or advertising injury** for which any **insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of a person;
- b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
- c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if **you** are in the business of manufacturing, distributing, selling, or serving alcoholic beverages.

7. **We** do not pay for **bodily injury, property damage, personal injury, or advertising injury** that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.

8. **We** do not pay for **bodily injury** or **property damage**:

- a. which is expected by, directed by, or intended by the **insured**; or
- b. that is the result of intentional and malicious acts of the **insured**.

This exclusion does not apply to **bodily injury** that arises out of the use of reasonable force to protect people or property.

9. **We** do not pay for **bodily injury** or **property damage** included within the **products/completed work hazard** except as covered under Coverage N.

10. **We** do not pay for:

a. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants:

- 1) at or from any premises, site, or location which is, or was at any time, owned by, occupied by, rented to, or loaned to any **insured**, unless the **bodily injury** or **property damage** arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located;
- 2) at or from any premises, site, or location which is or was at any time used by or for any **insured** or others, for the handling, storage, disposal, processing, or treatment of waste;
- 3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom any **insured** may be legally responsible; or
- 4) at or from any premises, site, or location where any **insured** or any contractor or subcontractor, directly or indirectly under **your** control, is working:
 - a) if the pollutants are brought on or to the premises, site, or location in connection with such work by such **insured**, unless the **bodily injury** or **property damage** arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located; or
 - b) if the work is to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of pollutants.

b. any loss, cost, or expense arising out of any:

- 1) request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of pollutants; or
- 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing,

treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

11. **We** do not pay for:

- a. **bodily injury** or **personal injury** to an **employee** of the **insured** if it occurs in the course of employment by the **insured**; or
- b. consequential injury to a spouse, child, parent, brother, or sister of such injured **employee**.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for **damages** arising out of paragraph 11.a. or 11.b. above.

This exclusion does not apply to liability assumed by the **insured** under a contract covered under Contractual Liability Coverage.

12. **We** do not pay for **bodily injury** or **personal injury** if benefits are provided or are required to be provided by the **insured** under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

13. **We** do not pay for **bodily injury** or **personal injury** that arises out of any:

- a. refusal to employ;
- b. termination of employment;
- c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
- d. consequential **bodily injury** or **personal injury** as a result of 13.a., 13.b., and 13.c. above.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for **damages** arising out of paragraph 13.a., 13.b., 13.c., or 13.d. above.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PERSONAL INJURY AND/OR ADVERTISING INJURY

1. **We** do not pay for **personal** or **advertising injury** arising out of willful violation of an ordinance, statute, or regulation by an **insured** or with the **insured's** consent.
2. **We** do not pay for **personal** or **advertising injury** arising out of:
 - a. oral or written publication of material done by or at the direction of an **insured** who knew it was false; or
 - b. oral or written publication of the same or similar material by or on behalf of an **insured** that took place prior to the policy.
3. **We** do not pay for **advertising injury** arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.
4. **We** do not pay for **advertising injury** arising out of the failure of goods, products, or services to conform with advertised quality or performance.
5. **We** do not pay for **advertising injury** arising from an offense committed by an **insured** whose business is advertising, broadcasting, publishing, or telecasting.
6. **We** do not pay for **advertising injury** arising out of wrong descriptions of the price of an **insured's** goods, products, or services.
7. **We** do not pay for:
 - a. **personal injury** or **advertising injury** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time; or
 - b. any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of pollutants; or
 - 2) claim or suit by or on behalf of any govern-

mental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of pollutants.

Pollutants means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

1. **We** do not pay for **property damage** to property owned by, occupied by, or rented to **you**, except as covered under Coverage O.
2. **We** do not pay for **property damage** to premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises. This exclusion does not apply if the premises are **your work** and were not occupied, rented, or held for rental by **you**.
3. **We** do not pay for **property damage** to property used by or loaned to **you**. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
4. **We** do not pay for **property damage** to either business or non-business personal property in the care, custody, or control of the **insured**. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
5. **We** do not pay for **property damage** to that specific part of real property on which work is being performed by:
 - a. **you**; or
 - b. a contractor or subcontractor working directly or indirectly on **your** behalf,if the **property damage** arises out of such work. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.

6. **We** do not pay for **property damage** to that specific part of any property that must be restored, repaired, or replaced because of faults in **your work**. This exclusion does not apply to:
 - a. **property damage** covered under the **products/completed work hazard**; or
 - b. liability assumed under a sidetrack agreement.
7. **We** do not pay for **property damage** to **products** if the damage arises out of the **products** or their parts.
8. **We** do not pay for **property damage** to **your work** if the **property damage** arises out of **your work** and is included in the **products/completed work hazard**. This exclusion does not apply if damage to the work or the part of the work out of which the damage arises is performed by a subcontractor on **your** behalf.
9. **We** do not pay for **property damage** to property that has not been physically injured or destroyed, or to **impaired property**, that arises out of:
 - a. a delay or failure to perform a contract by **you** or one acting on **your** behalf; or
 - b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **products**.

This exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of **your work** or **products** after having been put to its intended use.

We do not pay for any loss or expense incurred by **you** or anyone else arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of (including any expenses involved in the withdrawal or recall) of **your work, products, or impaired property**. This applies when the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal was because of a known or suspected defect, deficiency, or unsafe condition.
2. **We** do not pay for medical expenses for **bodily injury** to a person hired by or on behalf of any **insured** to do work for:
 - a. an **insured**; or
 - b. a tenant of an **insured**.
3. **We** do not pay for medical expenses for **bodily injury** to a person injured on that part of the premises owned by or rented to **you** that the person normally occupies.
4. **We** do not pay for medical expenses for **bodily injury** to a person injured while taking part in athletic activities.
5. **We** do not pay for medical expenses for **bodily injury** included in the **products/completed work hazard**.
6. **We** do not pay for medical expenses for **bodily injury** to **your** members if **you** are a club.
7. **We** do not pay for medical expenses for **bodily injury** to a guest of a hotel, motel, or tourist court owned or operated by **you** or on **your** behalf.
8. **We** do not pay for medical expenses for **bodily injury** to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.
9. **We** do not pay for medical expenses for **bodily injury** to a:
 - a. student or camper enrolled in a program of any facility owned or operated by **you** or on **your** behalf; or
 - b. patient or inmate being treated or detained in a facility owned or operated by **you** or on **your** behalf.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

These exclusions apply in addition to the other exclusions that apply to **bodily injury**.

1. **We** do not pay for medical expenses for **bodily injury** to an **insured**.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice --**
 - a. In the case of an **occurrence**, or if an **insured** becomes aware of anything that indicates that there might be a claim under the Commercial Liability Coverage, **you** must arrange for prompt notice to be given to **us** or **our** agent. Notice to **our** agent is notice to **us**.
 - b. The notice to **us** must state:

- 1) the **insured's** name;
 - 2) the policy number;
 - 3) the time, the place, and the circumstances of the **occurrence**, or the situation that indicates that there might be a claim; and
 - 4) the names and addresses of all known and potential claimants and witnesses.
2. **Cooperation** -- All **insureds** involved with an **occurrence** or an offense must cooperate with **us** in performing all acts required by the Commercial Liability Coverage.
3. **Volunteer Payments** -- An **insured** must not make payments or assume obligations or other costs except at the **insured's** own cost. This does not apply to first aid to others at the time of **bodily injury**.
4. **Other Duties** --
- a. If a claim is made or suit is brought, the **insured** must:
 - 1) promptly send to **us** copies of all legal papers, demands, and notices; and
 - 2) at **our** request, assist in:
 - a) a settlement;
 - b) the conduct of suits. This includes the attendance at trials or hearings;
 - c) the enforcing of rights against all parties who may be liable to an **insured** for the injury or damage;
 - d) the securing of and giving of evidence; and
 - e) obtaining the attendance of all witnesses.
 - b. In the case of a medical payments loss:
 - 1) the injured person (or one acting on such person's behalf) must:
 - a) give **us** written proof of claim (under oath if requested) as soon as practicable; and
 - b) give **us** permission to get copies of the medical records;
 - 2) the injured person must submit to medical exams by doctors chosen by **us** when and as often as **we** may reasonably require.

HOW MUCH WE PAY

1. The **limits**, shown on the **declarations** and subject to the following conditions, are the most **we** pay regardless of the number of:

- a. **insureds** under the Commercial Liability Coverage;
- b. persons or organizations who sustain injury or damage; or
- c. claims made or suits brought.

The payment of a claim under Coverage M does not mean that **we** admit **we** are liable under other coverages.

2. The General Aggregate Limit is the most **we** will pay during a policy period for the sum of:
 - a. all **damages** under Coverage L, except **damages** due to **bodily injury** or **property damage** included under Coverage N;
 - b. all medical expenses under Coverage M;
 - c. all **damages** under Coverage O; and
 - d. all **damages** under Coverage P.
3. The Products/Completed Work Hazard Aggregate Limit is the most **we** will pay during a policy period for **damages** due to **bodily injury** or **property damage** included under Coverage N.
4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most **we** will pay for the total of:
 - a. **damages** under Coverages L, N, and O; and
 - b. medical expenses under Coverage M.

due to all **bodily injury** and **property damage** arising out of a single **occurrence**.
5. The Coverage P Limit, subject to the General Aggregate Limit, is the most **we** pay due to all **personal injury** and **advertising injury** sustained by one person or organization.
6. Subject to the Each Occurrence Limit and the General Aggregate Limit, **our limit** for **property damage** covered under Coverage O is \$50,000 for each **occurrence** unless otherwise shown on the **declarations**.
7. Subject to the General Aggregate Limit and the Each Occurrence Limit, the Coverage M Limit is the most that **we** will pay under Coverage M for all medical expenses because of **bodily injury** sustained by any one person.

8. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the **declarations**. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining **limits**.

CONDITIONS

1. **Bankruptcy** -- Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations under Commercial Liability Coverage.
2. **Insurance Under More Than One Policy** -- (Applies to all coverages except Coverage M -- Medical Payments.)
 - a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of **our** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
 - b. If the other insurance is also primary, **we** will share in the loss as follows:
 - 1) If the other insurance provides for contribution by equal shares, **we** will pay equal amounts with other insurers until:
 - a) the lowest applicable **limit** under any one policy is reached; or
 - b) the full amount of the loss is paid.If part of the loss remains unpaid, **we** will pay an equal share with the other insurers until the full amount of the loss is paid, or until **we** have paid **our limit** in full.
 - 2) If the other insurance does not provide for contribution by equal shares, **we** will pay, up to **our limit**, no more than that proportion of the loss to which the applicable **limit** under this policy for such loss bears to the total applicable **limit** for all insurance against the loss.
 - c. Insurance under this Commercial Liability Coverage is excess over any other insurance:
 - 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:
 - a) fire, extended coverage, builders' risk, installation risk, or similar coverage for **your work**; or
 - b) fire insurance for premises rented to **you**; or
 - 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, **autos**, or watercraft which may be covered by this policy.
 - d. When this insurance is excess over any other insurance:
 - 1) **we** will have no duty to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, **we** will do so. However, **we** will be entitled to the **insured's** rights against all those other insurers.
 - 2) **we** will pay **our** share of the amount of loss, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b) the total of all deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the **limits** shown on the **declarations** of this Commercial Liability Coverage.
3. **Misrepresentation, Concealment or Fraud** -- This coverage is void as to **you** and any other **insured** if before or after a loss:
 - a. **you** have or any **insured** has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the **insured's** interest herein;
 - b. there has been fraud or false swearing by **you** or any other **insured** with regard to a matter that relates to this insurance or the subject thereof.
4. **Motor Vehicle Financial Responsibility Certification** -- When Commercial Liability Coverage is certified as proof of financial responsibility for the

future under the provisions of any motor vehicle financial responsibility law, the insurance provided for **bodily injury** liability or **property damage** liability will comply with the provisions of the law to the extent of the coverage and **limits** of insurance required by that law.

5. **Premium** -- If the premium is shown on the **declarations** as a deposit premium, **we** will compute the final earned premium at the end of each audit period shown on the **declarations**. If it is more than the deposit premium paid by **you**, **we** will bill **you** for the difference. If the final earned premium is less than the deposit premium paid by **you**, **we** will return the difference to **you**. **You** must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to **us** at the end of the audit period or when requested by **us**.
6. **Separate Insureds** -- Coverage provided under the Commercial Liability Coverage applies separately to each **insured** against whom claim is made or suit is brought. This does not affect the **limits** stated under How Much We Pay.
7. **Subrogation** -- If **we** pay under the Commercial Liability Coverage, **we** may require from an **insured** an assignment of any right of recovery. **We** are not liable under the Commercial Liability Coverage if any **insured** has impaired **our** right to recover. An **insured** may waive its right to recover, in writing, before an **occurrence** takes place.
8. **Suit Against Us** -- No suit may be brought against **us** unless:
 - a. all the **terms** of the Commercial Liability Coverage have been complied with; and
 - b. the amount of the **insured's** liability has been determined by:
 - 1) a final judgment against an **insured** as a result of a trial; or
 - 2) a written agreement by the **insured**, the claimant, and **us**.

No person has a right under the Commercial Liability Coverage to join **us** or implead **us** in actions that are brought to determine an **insured's** liability.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply:

1. under any liability coverage, to **bodily injury** or **property damage**:
 - a. with respect to which an **insured** under the policy is also an **insured** under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its **limit** of liability; or
 - b. resulting from the **hazardous properties** of **nuclear material** and with respect to which:
 - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
 - 2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
3. under any liability coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if:
 - a. the **nuclear material**:
 - 1) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - 2) has been discharged or dispersed therefrom;
 - b. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an **insured**; or
 - c. the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or

Canada, this exclusion (c.) applies only to **property damage** to such **nuclear facility** and any property thereat.

DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. **Hazardous Properties** -- These include radioactive, toxic, or explosive properties.
2. **Nuclear Material** -- This means **source material**, **special nuclear material**, or **by-product material**.
3. **Source Material, Special Nuclear Material, By-product Material** -- These have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. **Spent Fuel** -- This means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** -- This means any **waste** material:
 - a. containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
6. **Nuclear Facility** -- This means:
 - a. any **nuclear reactor**.
 - b. any equipment or device designed or used for:
 - 1) separating the isotopes of uranium or plutonium;
 - 2) processing or utilizing **spent fuel**; or
 - 3) handling, processing, or packaging **waste**.
 - c. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-233 or any combination thereof, or more than 250 grams of uranium-235.
 - d. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.
7. **Nuclear Reactor** -- This means any apparatus designed or used:
 - a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. **Property Damage** -- This includes all forms of radioactive contamination of property.

-- PLEASE READ THIS CAREFULLY --

CROSS LIABILITY EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

We do not pay for **bodily injury** (or **personal injury**, if provided by the Commercial Liability Coverage) to an **insured**.

-- PLEASE READ THIS CAREFULLY --

CONTRACTUAL LIABILITY COVERAGE

The Commercial Liability Coverage is amended as follows:

SUPPLEMENTAL COVERAGES

Incidental Contractual Liability Coverage is replaced by the following:

CONTRACTUAL LIABILITY

1. **We** cover **bodily injury** or **property damage** liability which is assumed under the following contracts or agreements:

- a. lease of premises;
- b. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
- c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);
- d. sidetrack agreement;
- e. elevator maintenance agreement; or
- f. any part of any other contract or agreement relating to the conduct of **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume tort liability to pay **damages** because of **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

2. This coverage does not apply to that part of any contract or agreement:

- a. that indemnifies any person or organization for **bodily injury** or **property damage** arising out of operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
- b. that indemnifies an architect, engineer, or

surveyor for injury or damage arising out of:

- 1) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
- 2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. under which the **insured**, if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the **insured's** rendering or failing to render professional services, including those listed in 2.b.1) above, and supervisory, inspection, or engineering services; or
- d. that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

EXCLUSIONS

The exclusion relating to liability assumed under a contract or agreement is replaced by the following:

We do not pay for **bodily injury** or **property damage** liability which is assumed by the **insured** under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an **insured** would have had in the absence of the contract or agreement; or
- b. **bodily injury** or **property damage** covered under Contractual Liability Coverage, provided that the **bodily injury** or **property damage** occurs after the effective date of the contract or agreement.

-- PLEASE READ THIS CAREFULLY --

CONTRACTUAL LIABILITY COVERAGE LIMITATION (Incidental Contractual Liability)

The Commercial Liability Coverage is amended as follows:

SUPPLEMENTAL COVERAGES

Contractual Liability Coverage is replaced by the following:

INCIDENTAL CONTRACTUAL LIABILITY

We cover **bodily injury** or **property damage** liability which is assumed under the following contracts or agreements:

1. lease of premises;
2. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
3. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);
4. sidetrack agreement; or
5. elevator maintenance agreement.

This coverage does not apply to that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The exclusion relating to liability assumed under a contract or agreement is replaced by the following:

We do not pay for **bodily injury** or **property damage** liability which is assumed by the **insured** under a contract or an agreement.

This exclusion does not apply to:

1. liability that an **insured** would have in the absence of the contract or agreement; or
2. **bodily injury** or **property damage** covered under Incidental Contractual Liability Coverage, provided that the **bodily injury** or **property damage** occurs after the effective date of the contract or agreement.

COMMERCIAL LIABILITY COVERAGE (FARM PREMISES AND OPERATIONS)

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help **you** locate particular sections of this form.

TABLE OF CONTENTS

	Page
Agreement	1
Definitions	2
Principal Coverages	
Coverage L -- Bodily Injury Liability/Property Damage Liability	4
Coverage M -- Medical Payments.....	4
Coverage O -- Fire Legal Liability	4
Supplemental Coverages	5
Defense Coverage.....	5
Exclusions	6
What Must Be Done In Case Of Loss	9
How Much We Pay	9
Conditions	10
Nuclear Energy Liability Exclusion.....	11
Nuclear Energy Liability Exclusion Definitions.....	12

Additional provisions are shown separately.

Endorsements may also apply. They are identified on the **declarations**.

Refer to the Definitions for words that have special meanings. These words are shown in "**bold type**".

AGREEMENT

In return for **your** payment of the required premium, **we** provide the coverages described herein subject to all the **terms**.

DEFINITIONS

1. The words **you** and **your** mean the person, persons, or organization named as the insured on the **declarations**.
2. The words **we**, **us**, and **our** mean the company providing this Commercial Liability Coverage.
3. **Bodily Injury** means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

Bodily Injury does not mean bodily harm, sickness, disease, or death that arises out of:

- a. a communicable disease;
 - b. the actual, alleged, or threatened sexual molestation of a person;
 - c. mental or emotional injury, suffering, or distress that does not result from physical injury; or
 - d. the use, sale, manufacture, delivery, transfer, or possession by any person of "Controlled Substances" as defined by the Federal Food and Drug Law at 21 U.S.C.A Sections 811 and 812, including any amendments. "Controlled Substances" include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs. However, this does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
4. **Damages** means compensation in the form of money for a person who claims to have suffered an injury.
 5. **Declarations** are all pages labeled "Declarations", "Supplemental Declarations", or "Schedules" which pertain to this Commercial Liability Coverage.
 6. **Farming** means the ownership, maintenance, or use of premises for the production of crops or the raising or care of livestock, including all necessary operations.

Farming also includes the operations of roadside stands and farm markets maintained principally for the sale of the **insured's** own farm products, but it does not include other retail activities.
 7. **Insured** -- If shown on the **declarations** as an "individual", **insured** means **you** and, if members of **your** household, **your** spouse and **your** or **your** spouse's relatives under the age of 21.

If shown on the **declarations** as a "partnership" or a "joint venture", **insured** means **you** and all **your**

partners or members and their spouses, but only with respect to the conduct of **your farming** operations.

If shown on the **declarations** as an "organization" (other than a partnership or joint venture), **insured** means **you** and all of **your** executive officers and directors, but only while acting within the scope of their duties as such. It also includes **your** stock-holders, but only for their liability as such.

Insured also includes:

- a. any person or organization, except **your** employees, while acting as **your** real estate manager.
- b. if **you** die during the policy period, **your** legal representative while acting within the scope of those duties as such with respect to the **insured premises**, or a person who has custody of **your** property with respect to liability arising out of the maintenance or use of that property until **your** legal representative is appointed. **Your** legal representative has all **your** rights and duties under this coverage.
- c. **your** employees, for acts within the scope of their employment by **you** (this does not include **your** executive officers). None of these employees are **insureds** for:
 - 1) injury to **you** or a fellow employee; or
 - 2) **property damage** to property owned by, rented to or loaned to employees, or any of **your** partners or members and their spouses (if **you** are a joint venture or a partnership).
- d. persons other than **your** employees, including another person or an organization legally liable for the conduct of such persons, but only:
 - 1) for liability arising out of the use or care of vehicles or animals owned by **you** and to which this Commercial Liability Coverage applies; and
 - 2) if there is no other insurance covering the liability available to them.
- e. any organization (other than a joint venture or a partnership) newly acquired or formed by **you**, and in which **you** have a majority interest.

Such an organization is not an **insured**:

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following that acquisition or formation or the end of the policy period, whichever is earlier; or
- 3) for **bodily injury** or **property damage** that occurred prior to the acquisition or formation.

No person or organization is an **insured** with respect to the conduct of a current or past partnership or joint venture that is not shown on the **declarations** as an **insured**.

8. **Insured Premises** means the location shown on the **declarations** and operated or used for **farming** purposes. This includes buildings used as residences, grounds, and all adjoining access ways.
9. **Limit** means the amount of coverage that applies.
10. **Loading or unloading** means the movement of property:
- a. starting with the time it is removed from the point where it has been accepted for transit by a **motorized vehicle**, an aircraft, or watercraft;
 - b. continuing while it is on such vehicle; and
 - c. ending when it has been removed from the vehicle at its point of destination.

Loading or unloading includes movement by a hand truck; or any mechanical device only when attached to the vehicle.

11. **Motorized Vehicle** means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.

This does not include vehicles that are designed and used to assist the handicapped and not required to be licensed for road use.

12. **Occurrence** means an accident and includes repeated exposure to similar conditions.
13. **Pollutant** means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
14. **Products/Completed Work Hazard** –
- a. **Products hazard** means **bodily injury** or **property damage** arising out of **products** after physical possession of the **products** has been relinquished to others.

- b. **Completed work hazard** means **bodily injury** or **property damage** arising out of **your work**. It does not include work that has not been completed, or that has not been abandoned.

Your work is deemed completed at the earliest of the following times:

- 1) when all work specified in **your** contract has been done;
- 2) when all work to be done at a job site has been completed if **your** contract includes work at more than one site; or
- 3) when **your work** at a job site has been put to its intended use by someone other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of a defect or deficiency, but which is otherwise complete, shall be deemed completed.

- c. Neither of these hazards include **bodily injury** or **property damage** arising out of:
 - 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, created by **loading or unloading**;
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
 - 3) **products** or work for which the classification on the **declarations** specifies "including Products/Completed Work."

15. **Products** means goods or products manufactured, sold, handled, distributed, or disposed of by **you**, others trading under **your** name, or a person or organization whose business or assets **you** have acquired.

Products includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **products**;
- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with **products**; and
- c. providing or failing to provide warnings or instructions.

Products does not include vending machines or other property that is rented to or placed for the use of others, but not sold; or real property.

16. **Property Damage** means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the **occurrence** that caused it.

17. **Terms** means all provisions, limitations, exclusions, conditions, and definitions that apply to this Commercial Liability Coverage.

18. **Your Work** means:

- a. work or operations performed by **you** or on **your** behalf;
- b. materials, parts, and equipment supplied for such work or operations;
- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

PRINCIPAL COVERAGES

We provide insurance for the following coverages indicated by a specific **limit** or premium charge on the **declarations**.

COVERAGE L – BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** or **property damage** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** and arise out of the ownership, maintenance, or use of the **insured premises** or operations that are necessary or incidental to the **insured premises**.

This insurance applies only to **bodily injury** or **property damage** which occurs during the policy period.

COVERAGE M – MEDICAL PAYMENTS

1. **We** pay the medical expenses defined below for **bodily injury** caused by an accident:

- a. on premises **you** own or rent;
- b. on ways adjacent or next to premises **you** own or rent; or
- c. arising out of **your** operations.

2. **We** pay such expenses regardless of fault, but only if:

- a. they arise out of an accident that occurred during the policy period; and
- b. they are incurred and reported within one year of the accident.

3. Medical expenses means the reasonable and necessary expenses for:

- a. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
- b. ambulance, hospital, professional nursing, and funeral services; and
- c. first aid at the time of an accident.

COVERAGE O – FIRE LEGAL LIABILITY

We pay for **property damage** to buildings or parts of buildings, which **you** rent from another, or which are loaned to **you**, in conjunction with **your farming** operations, if the **property damage** is caused by fire for which **you** are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to **property damage** do not apply to this coverage. However, **we** do not cover:

- 1. liability arising under any contract or agreement to indemnify any person or organization for **damages** by fire to the premises; or
- 2. liability arising out of **property damage**:
 - a. which is expected by, directed by, or intended by the **insured**; or
 - b. that is the result of intentional and malicious acts of the **insured**.

SUPPLEMENTAL COVERAGES

Subject to all the **terms** of the Principal Coverages, **we** provide the following supplemental coverages. They do not increase the **limits** stated for the Principal Coverages.

INCIDENTAL CONTRACTUAL LIABILITY

We cover **bodily injury** or **property damage** liability which is assumed under the following contracts or agreements:

1. lease of premises;
2. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
3. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);
4. sidetrack agreement; or
5. elevator maintenance agreement.

This coverage does not apply to that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

MOTORIZED VEHICLES AND WATERCRAFT

We pay for **bodily injury** or **property damage** arising out of:

1. the parking of a **motorized vehicle** on premises owned by, rented to, or controlled by **you** or on the ways immediately adjoining, if the **motorized vehicle** is not owned by, rented to, or loaned to an **insured**;
2. a **motorized vehicle** which is designed only for use off public roads and which is used to service the **insured premises** (However, this coverage does not apply to **bodily injury** or **property damage** which results from a **motorized vehicle** while used for recreational purposes away from the **insured premises**.);
3. a **motorized vehicle** while on the **insured premises**, if the **motorized vehicle** is not subject to motor vehicle registration because of its type or use; or
4. a watercraft that is on shore on premises owned by, rented to, or controlled by **you**.

CUSTOM FARM WORK

We pay for **bodily injury** or **property damage** arising out of the **insured's** performance of or failure to perform custom farm work for others for a charge under contract or agreement. Custom farm work includes the use of draft animals, farm tractors, farm trailers, farm implements, and other farm machinery used in performing the work.

This coverage applies only if **your** receipts from custom farm work for the 12 months just before the date of the **occurrence** do not exceed \$5,000. This coverage does not apply to **bodily injury** or **property damage** which results from the application of pesticides or herbicides.

DEFENSE COVERAGE

Payments under this coverage are in addition to the **limits** for the Commercial Liability Coverage.

1. **We** have the right and duty to defend a suit seeking **damages** for **bodily injury** or **property damage** which may be covered under the Commercial Liability Coverage. **We** may make investigations and settle claims or suits **we** decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving **bodily injury** or **property damage** to which:

- a. **you** must submit; or
 - b. **you** submit with **our** consent.
2. **We** do not have to provide defense after **we** have paid an amount equal to the **limit** as the result of:
 - a. a judgment; or
 - b. a written settlement agreed to by **us**.
 3. If **we** defend a suit, **we** will pay:
 - a. the costs taxed to the **insured**;
 - b. the expenses incurred by **us**;
 - c. the actual loss of earnings by an **insured** for the time spent away from work at **our** request. **We** pay up to \$100 per day;
 - d. the necessary expenses incurred by an **insured** at **our** request;

- e. pre-judgment interest awarded against any **insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any pre-judgment interest based on that period of time after the offer;
- f. the interest which accrues beginning with entry of a judgment and ending when **we** tender, deposit in court, or pay up to **our limit**;
- g. the cost of appeal bonds or bonds for the release of attachments up to **our limit**. **We** are not required to apply for or furnish such bonds; and
- h. the cost, up to \$500, for bail bonds required of an **insured** because of an accident or traffic violation arising out of the use of a vehicle to which Coverage L applies. **We** are not required to apply for or furnish such bonds.

EXCLUSIONS

We do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

EXCLUSIONS THAT APPLY TO BODILY INJURY AND/OR PROPERTY DAMAGE

1. **We** do not pay for **bodily injury** or **property damage**:
 - a. which is expected by, directed by, or intended by the **insured**; or
 - b. that is the result of intentional and malicious acts of the **insured**.

This exclusion does not apply to **bodily injury** that arises out of the use of reasonable force to protect people or property.

2. **We** do not pay for **bodily injury** or **property damage** liability which is assumed under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an **insured** would have had in the absence of the contract or agreement; or
- b. **bodily injury** or **property damage** covered under Incidental Contractual Liability Coverage,

provided that the **bodily injury** or **property damage** occurs after the effective date of the contract or agreement.

3. **We** do not pay for **bodily injury** or **property damage** that arises out of the rendering or the failure to render a professional service.
4. **We** do not pay for **bodily injury** or **property damage** that arises out of the use of **motorized vehicles** in, or in the practice or preparation, for racing, speed, pulling or pushing, demolition, or stunt activities or contests.
5. **We** do not pay for **bodily injury** or **property damage** that arises out of the ownership, use, maintenance, rental, or holding for rental of any part of the **insured premises** for purposes other than **farming**.

This includes the rental of any part of the **insured premises** for dwelling purposes. However, this exclusion does not apply to a residence rented to a person who occupies and farms the **insured premises** or to a residence on the **insured premises** occupied by no more than two roomers or boarders.

6. **We** do not pay for **bodily injury** or **property damage** that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, or **loading or unloading** of:

- a. an aircraft;
- b. a **motorized vehicle**; or
- c. a watercraft;

except as provided under Supplemental Motorized Vehicles and Watercraft Coverage.

7. **We** do not pay for **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of a person;
- b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
- c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if **you** are in the business of manufacturing, distributing, selling, or serving alcoholic beverages.

8. **We do not pay for:**

- a. **bodily injury** to an employee of an **insured** if it occurs in the course of employment by the **insured**; or
- b. consequential injuries to a spouse, child, parent, sister, or brother of such injured employee.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for **damages** arising out of paragraphs 8.a or 8.b above.

This exclusion does not apply to liability assumed by an **insured** under a contract covered by Incidental Contractual Liability Coverage.

9. **We do not pay for:**

- a. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**:
 - 1) at or from any premises, site, or location which is or was at any time owned by, occupied by, rented to, or loaned to any **insured**, unless the **bodily injury** or **property damage** arises from the heat, smoke, or fumes of a fire which:
 - a) becomes uncontrollable or breaks out from where it was intended to be located; or
 - b) is set by the **insured** on the **insured premises** for the purpose of burning off crop stubble or other vegetation consistent with normal and usual **farming** practices, and is not in violation of any ordinances or laws;
 - 2) at or from any premises, site, or location which is or was at any time used by or for any **insured** or others, for the handling, storage, disposal, processing, or treatment of waste;
 - 3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom any **insured** may be legally responsible; or
 - 4) at or from any premises, site, or location where any **insured** or any contractor or subcontractor, directly or indirectly under **your** control, is working:
 - a) if the **pollutants** are brought on or to the premises, site, or location in connection with such work by such **insured**, unless

the **bodily injury** or **property damage** arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located; or

- b) if the work is to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effect of **pollutants**.

b. any loss, cost, or expense arising out of any:

- 1) request, demand, or order that any **insured** or others test for monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **pollutants**; or
- 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of **pollutants**.

- 10. **We do not pay for **bodily injury** if benefits are provided or are required to be provided by the **insured** under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.**
- 11. **We do not pay for **bodily injury** or **property damage** that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.**
- 12. **We do not pay for **bodily injury** or **property damage** arising out of any substance released or discharged from any aircraft.**
- 13. **We do not pay for **bodily injury** or **property damage** that arises out of the ownership, use, or maintenance of:**
 - a. farm tools, farm tractors and trailers, and draft animals (including vehicles used with such animals) under contract to others for a charge;
 - b. draft animals (including vehicles used with such animals) for route delivery purposes;
 - c. saddle animals while they are rented to others by or for an **insured**; or
 - d. an animal in, or in the practice or preparation for, any prearranged racing, speed, pulling or pushing, or stunt activities or contests. However this exclusion applies only to **occurrences** that take place at the location designated for the contest or activity.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

1. **We** do not pay for **property damage** to property owned by, occupied by, or rented to **you**, except as covered under Coverage O, Fire Legal Liability.
2. **We** do not pay for **property damage** to premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises.
3. **We** do not pay for **property damage** to property used by or loaned to **you**. This exclusion does not apply with respect to liability assumed under a written sidetrack agreement.
4. **We** do not pay for **property damage** to either business or non-business personal property in the care, custody, or control of an **insured**. This exclusion does not apply with respect to liability assumed under a written sidetrack agreement.
5. **We** do not pay for **property damage** to that specific part of any property that must be restored, repaired, or replaced because of faults in your work. However, this exclusion does not apply to:
 - a. **property damage** covered under the **products/completed work hazard**; or
 - b. liability assumed under a sidetrack agreement.
6. **We** do not pay for **property damage** to **products** if the damage arises out of the **products** or their parts.
7. **We** do not pay for **property damage** to **your work** if the **property damage** arises out of **your work** and is included in the **products/completed work hazard**. However, this exclusion does not apply to:
 - a. operations necessary or incidental to the ownership, use, or maintenance of the **insured premises**; or
 - b. the Supplemental Custom Farm Work Coverage.
8. **We** do not pay for **property damage** to property that has not been physically injured or destroyed, or to **impaired property** that arises out of:
 - a. a delay or failure to perform a contract by **you** or one acting on **your** behalf; or
 - b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **products**.

However, this exclusion does not apply to the loss of use of other property resulting from sudden and accidental injury to or destruction of **your work** or

products after having been put to its intended use; or to Supplemental Custom Farm Work Coverage.

9. **We** do not pay for any loss or expense incurred by **you** or anyone else arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal (including any expenses involved in the withdrawal or recall) of **your work, products**, or impaired property. This applies when the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal was because of a known or suspected defect, deficiency, or unsafe condition.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

These exclusions apply in addition to the other exclusions that apply to **bodily injury**.

1. **We** do not pay for medical expenses for **bodily injury** to an **insured**.
2. **We** do not pay for medical expenses for **bodily injury** to a person:
 - a. hired by or on behalf of any **insured** to do work for any **insured** or a tenant of any **insured**; or
 - b. engaged in work usual or incidental to the use of the **insured premises**.

However, this exclusion does not apply to **bodily injury** sustained by a person on the **insured premises** in a neighborly exchange of assistance for which the **insured** is not obligated to pay any money.

3. **We** do not pay for medical expenses for **bodily injury** to a person injured on that part of the premises that the person normally occupies.
4. **We** do not pay for medical expenses for **bodily injury** to a person while taking part in athletic activities.
5. **We** do not pay for medical expenses for **bodily injury** included in the **products/completed work hazard**.
6. **We** do not pay for medical expenses for **bodily injury** to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.

WHAT MUST BE DONE IN CASE OF LOSS

1. Notice –

- a. In the case of an **occurrence**, or if an **insured** becomes aware of anything that indicates that there might be a claim under the Commercial Liability Coverage, **you** must arrange for prompt notice to be given to **us** or **our** agent. Notice to **our** agent is notice to **us**.

- b. The notice to **us** must state:

- 1) the **insured's** name;
- 2) the policy number;
- 3) the time, the place, and the circumstances of the **occurrence** or the situation that indicates that there might be a claim; and
- 4) the names and addresses of all known potential claimants and witnesses.

2. **Cooperation** – All **insureds** involved with an **occurrence** must cooperate with **us** in performing all acts required by this Commercial Liability Coverage.

3. **Volunteer Payments** – An **insured** must not make payments or assume obligations or other costs except at the **insured's** own cost. This does not apply to first aid to others at the time of **bodily injury**.

4. Other Duties –

- a. If a claim is made or suit is brought, the **insured** must:

- 1) promptly send to **us** copies of all legal papers, demands, and notices; and
- 2) at **our** request assist in:
 - a) a settlement;
 - b) the conduct of suits. (This includes the attendance at trials or hearings);
 - c) the enforcing of rights against all parties who may be liable to an **insured** for the injury or damage;
 - d) the securing of and giving of evidence; and
 - e) obtaining the attendance of all witnesses.

- b. In the case of a medical payments loss:

- 1) the injured person (or one acting on such person's behalf) must:
 - a) give **us** written proof of claim (under oath if requested) as soon as practicable; and
 - b) give **us** permission to get copies of the medical records;

- 2) the injured person must submit to medical exams by doctors chosen by **us** when and as often as **we** may reasonably require.

HOW MUCH WE PAY

1. The **limits**, shown on the **declarations** and subject to the following conditions, are the most **we** pay regardless of the number of:

- a. **insureds** under this Commercial Liability Coverage;
- b. persons or organizations who sustain injury or damage; or
- c. claims made or suits brought.

The payment of a claim under Coverage M does not mean that **we** admit **we** are liable under other coverages.

2. The General Aggregate Limit is the most **we** will pay during a policy period for the sum of:

- a. all **damages** under Coverage L, except **damages** due to **bodily injury** or **property damage** included in the **products/completed work hazard**;
- b. all medical expenses under Coverage M; and
- c. all **damages** under Coverage O.

3. The Products/Completed Work Hazard Aggregate Limit is the most **we** will pay during a policy period for **damages** due to **bodily injury** or **property damage** included in the **products/completed work hazard**.

4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most **we** will pay for the total of:

- a. **damages** under Coverages L and O, and
- b. medical expenses under Coverage M

due to all **bodily injury** and **property damage** arising out of a single **occurrence**.

5. Subject to the Each Occurrence Limit and the General Aggregate Limit, **our limit** for **property damage** covered under Coverage O is \$50,000 for each **occurrence** unless shown otherwise on the **declarations**.

6. Subject to the Each Occurrence Limit and the General Aggregate Limit, the Coverage M Limit is the most that **we** will pay under Coverage M for all medical expenses because of **bodily injury** sus-tained by any one person.

The General Aggregate Limit and the Prod-ucts/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12-month period beginning with the inception date shown on the **declarations** for this Commercial Liability Coverage. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining **limits**.

CONDITIONS

1. **Bankruptcy** – Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations under this Commercial Liability Coverage.
2. **Insurance Under More Than One Policy** – (This does not apply to Coverage M -- Medical Payments.)
 - a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of **our** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
 - b. If the other insurance is also primary, **we** will share in the loss as follows:
 - 1) If the other insurance provides for contribution by equal shares, **we** will pay equal amounts with other insurers until:
 - a) the lowest applicable **limit** under any one policy is reached; or
 - b) the full amount of the loss is paid.

If part of the loss remains unpaid, **we** will pay an equal share with the other insurers until the full amount of the loss is paid, or until **we** have paid **our limit** in full.

 - 2) If the other insurance does not provide for contribution by equal shares, **we** will pay, up to **our limit**, no more than that proportion of the loss to which the applicable **limit** under this policy for such loss bears to the total applicable **limit** for all insurance against the loss.

- c. Insurance under this Commercial Liability Coverage is excess over any other insurance:

- 1) if the other insurance, whether primary, excess, contingent or on any other basis, provides:
 - a) fire, extended coverage, builders' risk, installation risk, or similar coverage for **your work**; or
 - b) fire insurance for premises rented to **you**; or
- 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, **motorized vehicles**, or watercraft which may be covered by this Commercial Liability Coverage.

- d. When this insurance is excess over any other insurance:

- 1) **we** will have no duty to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, **we** will do so. However, **we** will be entitled to the **insured's** rights against all those other insurers.
- 2) **we** will pay **our** share of the amount of loss, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b) the total of all deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the **limits** shown on the **declarations** of this Commercial Liability Coverage.

3. **Misrepresentation, Concealment, or Fraud** – This coverage is void as to **you** and any other **insured** if, before or after a loss:
 - a. **you** or any **insured** has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the **insured's** interest herein;
 - b. there has been fraud or false swearing by **you** or any other **insured** with regard to a matter that relates to this insurance or the subject thereof.

4. **Motor Vehicle Financial Responsibility Certification** – When Commercial Liability Coverage is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided for **bodily injury** liability or **property damage** liability will comply with the provisions of the law to the extent of the coverage and **limits** of insurance required by that law.
5. **Premium** – If the premium for this Commercial Liability Coverage is shown on the **declarations** as a deposit premium, **we** will compute the final earned premium at the end of each audit period shown on the **declarations**. If it is more than the deposit premium paid by **you**, **we** will bill **you** for the difference. If the final earned premium is less than the deposit premium paid by **you**, **we** will return the difference to **you**. **You** must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to **us** at the end of the audit period or when requested by **us**.
6. **Separate Insureds** – Coverage provided under the Commercial Liability Coverage applies separately to each **insured** against whom claim is made or suit is brought. This does not affect the **limits** stated under How Much We Pay.
7. **Subrogation** – If **we** pay under the Commercial Liability Coverage, **we** may require from an **insured** an assignment of any right of recovery. **We** are not liable under the Commercial Liability Coverage if any **insured** has impaired **our** right to recover. An **insured** may waive the right to recover, in writing, before an **occurrence** takes place.
8. **Suit Against Us** -- No suit may be brought against **us** unless:
 - a. all the **terms** of the Commercial Liability Coverage have been complied with; and
 - b. the amount of the **insured's** liability has been determined by:
 - 1) a final judgment against an **insured** as a result of a trial; or
 - 2) a written agreement by the **insured**, the claimant, and **us**.

No person has a right under the Commercial Liability Coverage to join **us** or implead **us** in actions that are brought to determine an **insured's** liability.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply:

1. under any liability coverage, to **bodily injury** or **property damage**:
 - a. with respect to which an **insured** under the policy is also an **insured** under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its **limit** of liability; or
 - b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
 - 2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
3. under any liability coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. the **nuclear material**:
 - 1) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - 2) has been discharged or dispersed therefrom;
 - b. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an **insured**; or
 - c. the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or

Canada, this exclusion (c.) applies only to **property damage** to such **nuclear facility** and any property thereat.

DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. **Hazardous Properties** include radioactive, toxic, or explosive properties.
2. **Nuclear Material** means **source material**, **special nuclear material**, or **by-product material**.
3. **Source Material**, **Special Nuclear Material**, **By-product Material** have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** means any **waste** material:
 - a. containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
6. **Nuclear Facility** means:
 - a. any **nuclear reactor**;
 - b. any equipment or device designed or used for:
 - 1) separating the isotopes of uranium or plutonium;
 - 2) processing or utilizing **spent fuel**; or
 - 3) handling, processing, or packaging **waste**;
 - c. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-223 or any combination thereof, or more than 250 grams of uranium-235; or
 - d. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.
7. **Nuclear Reactor** means any apparatus designed or used:
 - a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. **Property Damage** includes all forms of radioactive contamination of property.

-- PLEASE READ THIS CAREFULLY --

PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

(The information required below may be shown on a separate schedule or supplemental **declarations**).

LIMIT

Coverage P -- Personal and Advertising Injury \$ _____ any one person or organization

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following definitions are added:

1. **Advertising injury** means injury (other than **bodily injury, property damage, or personal injury**) arising out of one or more of the following offenses:

- a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or organization's goods, products, or services; or
 - 3) that violates a person's right of privacy;
- b. misappropriation of advertising ideas or style of doing business; or
- c. infringement of copyright, title, slogan, trademark, or trade name.

2. **Personal injury** means injury (other than **bodily injury, property damage, or advertising injury**) arising out of one or more of the following offenses:

- a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or an organization's goods, products, or services; or
 - 3) that violates a person's right of privacy;
- b. false arrest, detention, or imprisonment;
- c. malicious prosecution; or
- d. wrongful entry into, wrongful eviction from, or

invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

PRINCIPAL COVERAGES

The following is added:

COVERAGE P -- PERSONAL INJURY LIABILITY ADVERTISING INJURY LIABILITY

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **personal injury** or **advertising injury** to which this insurance applies.

1. **We cover:**
 - a. **personal injury** arising out of an offense committed in the course of **your** business, excluding advertising, publishing, broadcasting, or telecasting done by **you** or on **your** behalf; and
 - b. **advertising injury** arising out of an offense committed in the course of advertising **your** goods, products, or services.
2. The **personal injury** or **advertising injury** offense must be committed:
 - a. within the **coverage territory**; and
 - b. during the policy period.

DEFENSE COVERAGE

The paragraph defining "suit" is deleted and replaced by the following:

Suit includes any alternative dispute resolution proceeding involving **bodily injury, property damage,**

personal injury, or **advertising injury** to which:

1. **you** must submit; or
2. **you** submit with **our** consent.

EXCLUSIONS

The following exclusions are added:

1. **We** do not pay for **personal injury** or **advertising injury** liability which is assumed by the **insured** under a contract or an agreement. This exclusion does not apply to liability that an **insured** would have in the absence of the contract or agreement.
2. **We** do not pay for **personal injury** or **advertising injury** that arises out of the rendering or the failure to render a professional service.
3. **We** do not pay for **personal injury** or **advertising injury** that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, **loading or unloading** of an **auto**, aircraft, watercraft, mobile equipment, or other vehicle.
4. **We** do not pay for **personal injury** or **advertising injury** for which any **insured** may be held liable by reason of:
 - a. causing or contributing to the intoxication of a person;
 - b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 - c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if **you** are in the business of manufacturing, distributing, selling, or serving alcoholic beverages.

5. **We** do not pay for **personal injury** or **advertising injury** that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.
6. **We** do not pay for:
 - a. **personal injury** to an **employee** of an **insured** if it occurs in the course of employment by the

insured; or

- b. consequential injury to a spouse, child, parent, brother, or sister of such injured **employee**.

This exclusion applies where:

- a. the **insured** is liable either as an employer or in any other capacity; or
- b. there is an obligation to fully or partially reimburse a third party for **damages** arising out of paragraph 6.a. or 6.b. above.

This exclusion does not apply to liability assumed by the **insured** under a contract covered under Contractual Liability Coverage.

7. **We** do not pay for **personal injury** if benefits are provided or are required to be provided by the **insured** under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.
8. **We** do not pay for **personal injury** that arises out of any:
 - a. refusal to employ;
 - b. termination of employment;
 - c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
 - d. consequential **personal injury** as a result of 8.a., 8.b., and 8.c. above.

This exclusion applies where:

- a. the **insured** is liable either as an employer or in any other capacity; or
 - b. there is an obligation to fully or partially reimburse a third party for **damages** arising out of paragraph 8.a., 8.b., 8.c., or 8.d. above.
9. **We** do not pay for **personal** or **advertising injury** arising out of willful violation of an ordinance, statute, or regulation by an **insured** or with the **insured's** consent.
 10. **We** do not pay for **personal** or **advertising injury** arising out of:
 - a. oral or written publication of material done by or at

the direction of an **insured** who knew it was false;
or

- b. oral or written publication of the same or similar material by or on behalf of an **insured** that took place prior to the policy.

11. **We** do not pay for **advertising injury** arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.

12. **We** do not pay for **advertising injury** arising out of the failure of goods, products, or services to conform with advertised quality or performance.

13. **We** do not pay for **advertising injury** arising from an offense committed by an **insured** whose business is advertising, broadcasting, publishing, or telecasting.

14. **We** do not pay for **advertising injury** arising out of wrong descriptions of the price of an **insured's** goods, products, or services.

15. **We** do not pay for:

- a. **personal injury** or **advertising injury** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time; or
- b. any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of pollutants; or
 - 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
- b. electrical or magnetic emissions, whether

visible or invisible, and sound emissions.

HOW MUCH WE PAY

1. The provision describing the General Aggregate Limit is replaced by the following:

The General Aggregate Limit is the most **we** will pay during a policy period for the sum of:

- a. all **damages** under Coverage L, except **damages** due to **bodily injury** or **property damage** included under Coverage N;
- b. all medical expenses under Coverage M;
- c. all **damages** under Coverage O; and
- d. all **damages** under Coverage P.

2. The following provision is added:

The Coverage P Limit, subject to the General Aggregate Limit, is the most **we** pay due to all **personal injury** and **advertising injury** sustained by one person or organization.

PERSONAL LIABILITY COVERAGE (FARM)

The following Table of Contents shows how this Personal Liability Coverage is organized. It will help "you" locate particular sections of this form.

TABLE OF CONTENTS

	Page
Agreement	1
Definitions	2
Principal Coverages	
Coverage L -- Liability	4
Coverage M -- Medical Payments To Others.....	4
Incidental Coverages.....	5
Exclusions	
Exclusions That Apply To Coverages L and M	7
Additional Exclusions That Apply Only To Coverage L.....	9
Additional Exclusions That Apply Only To Coverage M.....	10
What You Must Do In Case Of Loss	10
How Much We Pay	11
Payment of Loss or Claim	11
Conditions.....	12

Additional provisions are shown separately.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverages described herein subject to all the "terms".

DEFINITIONS

1. The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.

2. The words "we", "us", and "our" mean the company providing this Personal Liability Coverage.

3. "Bodily Injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

"Bodily Injury" does not mean bodily harm, sickness, disease, or death that arises out of:

- a. a communicable disease;
- b. the actual, alleged, or threatened sexual molestation of a person;
- c. mental or emotional injury, suffering, or distress that does not result from physical injury; or
- d. the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs. However, this does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

4. "Business" means a trade, a profession, or an occupation, all whether full or part time. This includes the rental of property to others.

"Business" includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

"Business" does not include:

- a. "farming";
- b. the incidental activities that are usually performed by minors; or
- c. activities that are related to "business", but are usually not viewed as "business" in nature.

5. "Declarations" are all pages labeled Declarations, Supplemental Declarations, or Schedules which pertain to this Personal Liability Coverage.

6. "Domestic Employee" means a person employed by an "insured" to perform duties that relate to the use and care of the "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured". This does not include a "farm employee" or a person while performing duties in connection with the "business" of an "insured".

7. "Farm Employee" means an employee of an "insured" whose duties are in connection with the "farming" operations of the "insured". This does not include a "domestic employee" or a person employed in "your" "business".

8. "Farming" means the ownership, maintenance, or use of premises for the production of crops or the raising or care of livestock, including all necessary operations.

"Farming" also includes the operations of roadside stands and farm markets maintained principally for the sale of the "insured's" own farm products, but it does not include other retail activities.

9. "Insured" means:

- a. "you";
- b. "your" relatives if residents of "your" household;
- c. persons under the age of 21 in "your" care or in the care of "your" resident relatives;
- d. "your" legal representative, if "you" die while insured by this Personal Liability Coverage. This person is an "insured" only for liability arising out of the "insured premises". An "insured" at the time of "your" death remains an "insured" while residing on the "insured premises";
- e. persons using or caring for vehicles, watercraft, or animals owned by an "insured" as defined under a., b., or c. above and to which this Personal Liability Coverage applies (This does not include persons using or caring for vehicles, watercraft, or animals in the course of "business" or without the owner's consent.);
- f. persons in the course of performing domestic duties that relate to the "insured premises";
- g. persons in the course of acting as "your" real estate manager for the "insured premises"; and

- h. a person while performing duties as an employee of an "insured" with respect to farm implements and other vehicles covered by this Personal Liability Coverage.

Each of the above is a separate "insured", but this does not increase "our" "limit".

10. "Insured Premises" means:

- a. the one- to four-family dwelling shown on the "declarations". This includes structures or parts of buildings where "you" reside;
- b. the farm premises described on the "declarations";
- c. other land "you" use for "farming" purposes and new farm premises acquired by "you" during the policy period;
- d. all other premises shown on the "declarations";
- e. all vacant land owned by or rented to an "insured". This includes land where a residence or farm structure is being built for the use of an "insured";
- f. that part of a residence, acquired by "you" during the policy period, and to be used by "you";
- g. "your" cemetery lots and "your" burial vaults or those of "your" resident relatives;
- h. that part of a premises not owned by an "insured" if it is temporarily used as a residence by an "insured";
- i. all premises used by "you" in connection with "your" residence;
- j. all access ways adjoining the "insured premises"; and

- k. that part of premises occasionally rented to an "insured" for other than "business" purposes.
11. "Limit" means the amount of coverage that applies.
12. "Motorized Vehicle" means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.
- This does not include vehicles that are designed and used to assist the handicapped and are not required to be licensed for road use.
13. "Motor Vehicle" means a "motorized vehicle", a trailer, or a semi-trailer, and all attached machinery or equipment, if:
- a. it is subject to "motor vehicle" registration; or
 - b. it is designed for use on public roads.
14. "Occurrence" means an accident, including repeated exposures to similar conditions, that results in "bodily injury" or "property damage" during the policy period.
15. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
16. "Property Damage" means physical injury to tangible property. This includes the loss of use.

17. "Recreational Motor Vehicle" means a "motorized vehicle", a trailer, or attached equipment that is designed or is used for leisure time activities, and which is not a "motor vehicle".

18. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply to this Personal Liability Coverage.

PRINCIPAL COVERAGES

Each Principal Coverage applies only if a "limit" is shown on the "declarations".

Coverage L -- Liability -- "We" pay, up to "our" "limit", all sums for which an "insured" is liable by law because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. "We" will defend a suit seeking damages if the suit resulted from "bodily injury" or "property damage" not excluded under this coverage. "We" may make investigations and settle claims or suits that "we" decide are appropriate. "We" do not have to provide a defense after "we" have paid an amount equal to "our" "limit" as a result of a judgment or written settlement.

Coverage M -- Medical Payments To Others -- "We" pay the necessary medical expenses if they are incurred or medically determined within three years from the date of an accident causing covered "bodily injury". Medical expenses means the reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and funeral services, prosthetic devices, hearing aids, prescription drugs, and eyeglasses, including contact lenses. This applies only to:

- 1. a person on the "insured premises" with the permission of an "insured"; and

2. a person away from the "insured premises" if the "bodily injury":
 - a. is a result of a condition on an "insured premises";
 - b. is caused by an activity of an "insured";
 - c. is caused by a person in the course of performing duties as a "domestic employee";
 - d. is caused by an animal owned by or in the care of an "insured"; or
 - e. is sustained by a "domestic employee" and arises out of and in the course of employment.

- c. resulting in whole or in part from:
 - 1) activities related to a "business" of an "insured";
 - 2) premises owned, rented, or controlled by an "insured", other than an "insured premises"; or
 - 3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles", aircraft, or watercraft. "We" do pay for "property damage" to "motorized vehicles" not subject to "motor vehicle" registration and not owned by an "insured" if the "motorized vehicle" is used only to service the premises or if it is designed for recreational use off public roads.

INCIDENTAL COVERAGES

The following coverages are subject to all the "terms" of Coverages L and M. Except for Claims and Defense Cost and First Aid Expense, they do not increase the "limits" stated for the Principal Coverages.

1. **Damage to Property of Others --**
Regardless of an "insured's" legal liability, "we" pay for property of others damaged by an "insured", or "we" repair or replace the property, to the extent practical, with property of like kind and quality. "Our" "limit" for this coverage is \$500 per "occurrence".

The exclusions that apply to Coverages L and M do not apply to this coverage. However, "we" do not pay for damage to property:

- a. owned by an "insured", or owned by, rented to, or leased to another resident of "your" household or the tenant of an "insured";
- b. caused intentionally by an "insured" who has attained the age of 13; or

2. **Contracts and Agreements --** "We" pay for damages for "bodily injury" or "property damage" resulting from liability assumed by an "insured" under a written contract made before the loss. The loss causing the "bodily injury" or "property damage" must have occurred during the policy period. This coverage does not apply to a contract in connection with "business" activities of an "insured".

3. **Claims And Defense Cost --** If "we" defend a suit, "we" pay:
 - a. the costs taxed to an "insured";
 - b. the costs incurred by "us";
 - c. the actual loss of earnings by an "insured" for time spent away from work at "our" request ("We" pay up to \$50 per day.);
 - d. the necessary costs incurred by "you" at "our" request;
 - e. the interest which accrues after the entry of a judgment, but ending when "we" tender or pay up to "our" "limit";

- f. the premiums on appeal bonds or bonds for the release of attachments up to "our" "limit" ("We" are not required to apply for or furnish bonds.);
 - g. the premiums up to \$500 per bail bond required of an "insured" because of an accident or a traffic law violation arising out of the use of a vehicle to which this Personal Liability Coverage applies ("We" are not required to apply for or furnish bonds.); and
 - h. prejudgment interest awarded against an "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any prejudgment interest based on that period of time after the offer.
4. **First Aid Expense** -- "We" pay the expenses incurred by an "insured" for first aid to persons, other than "insureds", for covered "bodily injury".
5. **Motorized Vehicles** -- "We" pay for the "bodily injury" or the "property damage" which:
- a. occurs on the "insured premises" and is a result of the ownership, maintenance, use, loading, or unloading of:
 - 1) a "motorized vehicle" if it is not subject to "motor vehicle" registration because of its type or use; or
 - 2) a "recreational motor vehicle".
 - b. results from:
 - 1) a golf cart while used for golfing purposes;
 - 2) a utility, boat, camp, or mobile home trailer, except when the trailer is carried on, is towed by, or is attached to a "motor vehicle" or a "recreational motor vehicle"; or
 - 3) a "motorized vehicle" which is designed only for use off public roads and which is used mainly to service the "insured premises". However, this coverage does not apply to "bodily injury" or "property damage" which results from a "motorized vehicle" owned by an "insured", other than a golf cart, while used for recreational purposes away from the "insured premises".
 - c. results from an "insured's" use of a "recreational motor vehicle" which is not owned by an "insured".
6. **Watercraft** --
- a. "We" pay for the "bodily injury" or the "property damage" which results from the maintenance, use, loading, or unloading of:
 - 1) a watercraft while it is on the "insured premises";
 - 2) a watercraft which is not owned by or rented to an "insured" if the loss is a result of the activities of an "insured";
 - 3) a watercraft which is not owned by an "insured" and which is powered by inboard or inboard/outboard motors which total 50 horsepower or less;
 - 4) a sailing vessel with or without auxiliary power which is owned by or is rented to an "insured" and is less than 26 feet in length; or
 - 5) a watercraft which is powered by outboard motors which total 25 horsepower or less.
 - b. "We" pay for the "bodily injury" or the "property damage" which results from the maintenance, use, loading, or unloading of a watercraft that is powered by outboard motors which total more than 25 horsepower, if:

- 1) the motors are listed on the "declarations";
 - 2) the motors are acquired by an "insured" during the policy period and a request for coverage is made within 45 days after they are acquired; or
 - 3) the motors are not owned by an "insured".
7. **Business** -- "We" pay for the "bodily injury" or the "property damage" which results from:
- a. the rental of that part of the "insured premises" that is usually occupied by "you" as a residence;
 - b. the rental of other parts of the "insured premises" for use as a residence (No family unit may include more than two roomers or boarders.); or
 - c. the rental of a part of the "insured premises" for use as a school, studio, office, or private garage.
8. **Custom Farm Work** -- "We" pay for "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement. Custom farm work includes the use of draft animals, farm tractors, farm trailers, farm implements, and other farm machinery used in performing the work.

This coverage applies only if "your" receipts from custom farm work for the 12 months just before the date of the "occurrence" do not exceed \$5,000. This coverage does not apply to "bodily injury" or "property damage" which results from the application of pesticides or herbicides.

EXCLUSIONS

"We" do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

1. **Exclusions That Apply to Coverages L and M** -- This Personal Liability Coverage does not apply to:
 - a. "bodily injury" or "property damage" which results from war. (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.)
 - b. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of aircraft, except for "bodily injury" to a person while performing duties as a "domestic employee". However, this exclusion does not apply to model airplanes.
 - c. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles" or watercraft

owned or operated by or rented or loaned to an "insured". However, "we" do pay:

- 1) for "bodily injury" to a person in the course of performing duties as a "domestic employee"; or
 - 2) if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage.
- d. "bodily injury" or "property damage" which results from the use of a "motorized vehicle" in, or in the practice or the preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- e. "bodily injury" or "property damage" which results from the use of animals, other than horses, in or in the practice or preparation for, any prearranged racing, speed, pulling or pushing, or stunt activities or contests. However this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity.
- f. "bodily injury" or "property damage" which results from liability imposed by law on an "insured" for the use of a "motorized vehicle", aircraft, or watercraft, except if coverage is provided for by an Incidental Motorized Vehicle or Watercraft Coverage.
- g. "bodily injury" or "property damage" which results from the rendering of or the failing to render a professional service.
- h. "bodily injury" or "property damage" which results from activities related to the "business" of an "insured", except as provided for by an Incidental Business Coverage.
- i. "bodily injury" or "property damage" which results from premises that are owned, rented, or controlled by an "insured" and that are not the "insured premises". However, "we" do pay for "bodily injury" to a person in the course of performing duties as a "domestic employee".
- j. "bodily injury" or "property damage" which is expected by, directed by, or intended by the "insured"; or that is the result of intentional and malicious acts of the "insured". However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.
- k. "bodily injury" or "property damage" which results from an "occurrence" for which an "insured" is also an "insured" under a nuclear energy liability policy or would be an "insured" but for the exhaustion of its "limits". (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or their successors.)
- l. "bodily injury" or "property damage" which results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air.
- However, this exclusion does not apply to "bodily injury" or "property damage" that results from the heat, smoke, or fumes of a fire on the "insured premises" that:
- 1) becomes uncontrollable or breaks out from where it was intended to be; or

- 2) is set by the "insured" for the purpose of burning off crop stubble or other vegetation consistent with normal and usual "farming" practices, and is not in violation of any ordinances or laws.
- m. any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".
- n. "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement, except as provided for by Incidental Custom Farm Work Coverage.
- o. "bodily injury" or "property damage" which results from the discharge of substances from an aircraft.
- p. "bodily injury" to a "farm employee" of an "insured" if it occurs in the course of employment by the "insured" or the consequential injury to a spouse, child, parent, brother, or sister of such injured employee.

This exclusion applies whether the "insured" is liable either as an employer or in any other capacity and to any obligation of an "insured" to fully or partially reimburse another for damages arising out of the injury. However, this exclusion does not apply to:

- 1) liability assumed by an "insured" under a contract or an agreement; or
 - 2) "bodily injury" sustained by a person on the "insured premises" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money.
2. **Additional Exclusions That Apply Only to Coverage L** -- Coverage L does not apply to:
- a. "bodily injury" to "you", and if residents of "your" household, "your" relatives and persons under the age of 21 in "your" care or in the care of "your" resident relatives.
 - b. liability assumed under a contract or an agreement, except as provided by Incidental Contracts and Agreements Coverage.
 - c. damage to property owned by an "insured".
 - d. damage to property that is rented to, occupied by, used by, or in the care of an "insured", except for "property damage" caused by fire, smoke, or explosion.
 - e. sickness, disease, or death of a "domestic employee" unless a written notice is received by "us" within 36 months after the end of the policy period in which the injury occurred.
 - f. "bodily injury" to a person, including a "domestic employee", if the "insured" has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an "insured" under a workers' compensation, non-occupational disability, occupational disease, or like law.

- g. "property damage" to products manufactured, sold, handled, or distributed by an "insured" when the "property damage" arises out of such products or a part of the products.
- h. "property damage" to work performed by or for an "insured" when the "property damage" arises out of such work or a part of the work. However, this exclusion does not apply to Incidental Custom Farm Work Coverage.

3. **Additional Exclusions That Apply Only to Coverage M** -- Coverage M does not apply to "bodily injury" to:

- a. an "insured" or other person who resides on the "insured premises", except a "domestic employee".
- b. a person who is on the "insured premises" because a "business" is conducted or professional services are rendered on the "insured premises".
- c. a person, including a "domestic employee", if a workers' compensation policy covers the injury or if benefits are provided under a workers' compensation, non-occupational disability, occupational disease, or like law.

WHAT YOU MUST DO IN CASE OF LOSS

1. **Notice** -- In the case of an "occurrence" (or if an "insured" becomes aware of anything that indicates that there might be a claim under this Personal Liability Coverage), the "insured" must promptly give "us" or "our" agent notice (in writing if requested).

The notice must state:

- a. the name of the "insured"; the policy number; and the time, place, and the details of the "occurrence"; and
 - b. the names and the addresses of all known potential claimants and witnesses.
2. **Cooperation** -- The "insured" must cooperate with "us" in performing all acts required by this Personal Liability Coverage.
3. **Volunteer Payments** -- An "insured" must not make payments, pay or offer rewards, or assume obligations or other costs except at the "insured's" own cost. This does not apply to costs that are allowed by this Personal Liability Coverage.
4. **Other Duties -- Liability Coverage** -- In case of an "occurrence" which might result in a claim, the "insured" must promptly give "us" copies of all legal papers, demands, and notices that relate to the "occurrence" or claim.
- At "our" request, the "insured" must help "us":
- a. to settle a claim;
 - b. to conduct suits (This includes being at trials and hearings.);
 - c. to enforce the right of recovery or indemnification against all parties who may be liable to an "insured" for the injury or damage;
 - d. in the securing of and giving of evidence; and
 - e. in obtaining the attendance of all witnesses.

5. **Other Duties -- Medical Payments To Others Coverage** -- In case of a loss the injured person or someone acting on behalf of that person must:

- a. give "us" written proof of claim (under oath if "we" request) as soon as practical; and
- b. authorize "us" to get copies of medical records.

The injured person must submit to medical exams by doctors chosen by "us" when and as often as "we" may reasonably require.

6. **Other Duties -- Damage to Property of Others** -- In case of a loss, "you" must give "us" a signed, sworn statement of loss within 60 days after the loss and "you" must exhibit the damaged property if it is within "your" control.

HOW MUCH WE PAY

1. **Coverage L -- Liability** -- The "limit" shown on the "declarations" for Coverage L is the most "we" pay for loss for each "occurrence". This applies regardless of the number of:
- a. persons insured under this Personal Liability Coverage;
 - b. parties who sustain injury or damage; or
 - c. claims made or suits brought.

2. **Coverage M -- Medical Payments To Others** -- The "limit" shown on the "declarations" per person for Coverage M is the most "we" pay for all medical expenses payable for "bodily injury" to one person as the result of one accident.

When a "limit" is shown on the "declarations" per accident for Coverage M, that "limit" is the most "we" pay for any one accident.

The payment of a claim under Coverage M does not mean "we" admit "we" are liable under Coverage L.

3. **Insurance Under More Than One Coverage** -- If more than one coverage applies to a loss, "we" pay no more than the actual loss.

4. **Coverage L -- Insurance Under More Than One Policy** -- Coverage L is excess over other insurance that applies to the loss or claim.

If the other insurance is also excess, "we" pay only "our" share of the loss. "We" pay only that part of the loss that the applicable "limit" under this Personal Liability Coverage bears to the total amount of insurance covering the loss.

PAYMENT OF LOSS OR CLAIM

A person who has secured a judgment against an "insured" for an insured loss or has liability established by a written agreement between the claimant, an "insured", and "us", is entitled to recover under this Personal Liability Coverage to the extent of coverage provided.

CONDITIONS

1. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this Personal Liability Coverage.
2. **Conformity With Statute** -- "Terms" in conflict with the laws of the state where the premises described on the "declarations" is located are changed to conform to such laws.
3. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void if, before or after a loss:
 - a. "you" or any other "insured" has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the "insured's" interest herein;
 - b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.
4. **Policy Period** -- These coverages apply only to "bodily injury" and "property damage" that occur during the policy period.

5. **Subrogation** -- If "we" pay for a loss, "we" may require that "you" assign to "us" the right of recovery up to the amount "we" pay. "We" are not liable for a loss if, after the loss, "you" impair "our" right to recover against others. "You" may waive "your" right to recover, in writing, before a loss occurs, without affecting coverage.

Subrogation does not apply to Coverage M -- Medical Payments to Others or to Damage to Property of Others under the Incidental Personal Liability Coverages.

6. **Suit Against Us** -- No suit may be brought against "us" unless:
 - a. all the "terms" of this Personal Liability Coverage have been complied with; and
 - b. the amount of an "insured's" liability has been fixed by:
 - 1) a final judgment against an "insured" as a result of a trial; or
 - 2) a written agreement of the "insured", the claimant, and "us".

No person has a right under this Personal Liability Coverage to join "us" or implead "us" in actions that are brought to fix the liability of an "insured".

-- PLEASE READ THIS CAREFULLY --

PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

(The information required below may be shown on a separate schedule or supplemental **declarations**).

LIMIT

Coverage P -- Personal and Advertising Injury \$ _____ any one person or organization

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following definitions are added:

1. **Advertising injury** means injury (other than **bodily injury, property damage, or personal injury**) arising out of one or more of the following offenses:

- a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or organization's goods, products, or services; or
 - 3) that violates a person's right of privacy;
- b. misappropriation of advertising ideas or style of doing business; or
- c. infringement of copyright, title, slogan, trademark, or trade name.

2. **Personal injury** means injury (other than **bodily injury, property damage, or advertising injury**) arising out of one or more of the following offenses:

- a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or an organization's goods, products, or services; or
 - 3) that violates a person's right of privacy;
- b. false arrest, detention, or imprisonment;
- c. malicious prosecution; or
- d. wrongful entry into, wrongful eviction from, or

invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

PRINCIPAL COVERAGES

The following is added:

COVERAGE P -- PERSONAL INJURY LIABILITY ADVERTISING INJURY LIABILITY

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **personal injury** or **advertising injury** to which this insurance applies.

1. **We** cover:
 - a. **personal injury** arising out of an offense committed in the course of **your** business, excluding advertising, publishing, broadcasting, or telecasting done by **you** or on **your** behalf; and
 - b. **advertising injury** arising out of an offense committed in the course of advertising **your** goods, products, or services.
2. The **personal injury** or **advertising injury** offense must be committed:
 - a. within the **coverage territory**; and
 - b. during the policy period.

DEFENSE COVERAGE

The paragraph defining "suit" is deleted and replaced by the following:

Suit includes any alternative dispute resolution proceeding involving **bodily injury, property damage,**

personal injury, or **advertising injury** to which:

1. **you** must submit; or
2. **you** submit with **our** consent.

EXCLUSIONS

The following exclusions are added:

1. **We** do not pay for **personal injury** or **advertising injury** liability which is assumed by the **insured** under a contract or an agreement. This exclusion does not apply to liability that an **insured** would have in the absence of the contract or agreement.
2. **We** do not pay for **personal injury** or **advertising injury** that arises out of the rendering or the failure to render a professional service.
3. **We** do not pay for **personal injury** or **advertising injury** that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, **loading or unloading** of an **auto**, aircraft, watercraft, mobile equipment, or other vehicle.
4. **We** do not pay for **personal injury** or **advertising injury** for which any **insured** may be held liable by reason of:
 - a. causing or contributing to the intoxication of a person;
 - b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 - c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if **you** are in the business of manufacturing, distributing, selling, or serving alcoholic beverages.

5. **We** do not pay for **personal injury** or **advertising injury** that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.
6. **We** do not pay for:
 - a. **personal injury** to an **employee** of an **insured** if it occurs in the course of employment by the

insured; or

- b. consequential injury to a spouse, child, parent, brother, or sister of such injured **employee**.

This exclusion applies where:

- a. the **insured** is liable either as an employer or in any other capacity; or
- b. there is an obligation to fully or partially reimburse a third party for **damages** arising out of paragraph 6.a. or 6.b. above.

This exclusion does not apply to liability assumed by the **insured** under a contract covered under Contractual Liability Coverage.

7. **We** do not pay for **personal injury** if benefits are provided or are required to be provided by the **insured** under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.
8. **We** do not pay for **personal injury** that arises out of any:
 - a. refusal to employ;
 - b. termination of employment;
 - c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
 - d. consequential **personal injury** as a result of 8.a., 8.b., and 8.c. above.

This exclusion applies where:

- a. the **insured** is liable either as an employer or in any other capacity; or
 - b. there is an obligation to fully or partially reimburse a third party for **damages** arising out of paragraph 8.a., 8.b., 8.c., or 8.d. above.
9. **We** do not pay for **personal** or **advertising injury** arising out of willful violation of an ordinance, statute, or regulation by an **insured** or with the **insured's** consent.
 10. **We** do not pay for **personal** or **advertising injury** arising out of:
 - a. oral or written publication of material done by or at

the direction of an **insured** who knew it was false;
or

- b. oral or written publication of the same or similar material by or on behalf of an **insured** that took place prior to the policy.

11. **We** do not pay for **advertising injury** arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.

12. **We** do not pay for **advertising injury** arising out of the failure of goods, products, or services to conform with advertised quality or performance.

13. **We** do not pay for **advertising injury** arising from an offense committed by an **insured** whose business is advertising, broadcasting, publishing, or telecasting.

14. **We** do not pay for **advertising injury** arising out of wrong descriptions of the price of an **insured's** goods, products, or services.

15. **We** do not pay for:

- a. **personal injury** or **advertising injury** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at any time; or
- b. any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of pollutants; or
 - 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
- b. electrical or magnetic emissions, whether

visible or invisible, and sound emissions.

HOW MUCH WE PAY

1. The provision describing the General Aggregate Limit is replaced by the following:

The General Aggregate Limit is the most **we** will pay during a policy period for the sum of:

- a. all **damages** under Coverage L, except **damages** due to **bodily injury** or **property damage** included under Coverage N;
- b. all medical expenses under Coverage M;
- c. all **damages** under Coverage O; and
- d. all **damages** under Coverage P.

2. The following provision is added:

The Coverage P Limit, subject to the General Aggregate Limit, is the most **we** pay due to all **personal injury** and **advertising injury** sustained by one person or organization.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION COVERAGE P -- PERSONAL AND ADVERTISING INJURY LIABILITY

The Commercial Liability Coverage is amended as follows:

PRINCIPAL COVERAGES

Coverage P -- Personal and Advertising Injury Liability does not apply and none of the references to it apply.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

LEASED PREMISES LIMITATION

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**).

Premises:

The Commercial Liability Coverage is amended as follows:

SUPPLEMENTAL COVERAGES

The following is added to **Incidental Contractual Liability Coverage** and **Contractual Liability Coverage**:

Coverage for **bodily injury** or **property damage** liability assumed under a lease of the premises shown above applies to that premises and its immediately adjoining access ways only.

LIMITED LIABILITY COMPANY

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

1. The definition of "insured" is deleted and replaced with the following:

"Insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if shown on the "declarations" as an individual;
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if shown on the "declarations" as a partnership or a joint venture;
- c. "you" and all "your" members and managers, but only while acting within the scope of their duties, if shown on the "declarations" as a limited liability company; and
- d. "you" and all "your" executive officers and directors, but only while acting within the scope of their duties, if shown on the "declarations" as an organization (other than a partnership, joint venture, or limited liability company). It also includes "your" stockholders, but only for their liability as such;

"Insured" also includes:

- a. any person or organization, except "your" "employees", while acting as "your" real estate manager;

- b. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such, or a person who has custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all "your" rights and duties under this coverage;

- c. with respect to the operation, with "your" permission, of mobile equipment:

- 1) "your" "employee" in the course of employment. This does not apply to a fellow "employee" injured in the course of employment;
- 2) any other person, including another person or an organization legally liable for the conduct of such person, but only:

- a) for liability arising out of the operation of the equipment; and
- b) if there is no other insurance covering the liability available to them;

- 3) no person or organization is an "insured" for "property damage" to property owned by, rented to, in the charge of, or occupied by "you", or an employer of any person who is an "insured" under paragraph c.

- d. "your" "employees", for acts within the scope of their employment by "you" (this does not include "your" managers if "you" are a limited liability company or "your" executive officers if "you" are an organization other than a limited liability company). None of these "employees" are "insureds" for:

- 1) "bodily injury", "personal injury", and "advertising injury" to "you" or to a fellow "employee"; or

- 2) "property damage" to property owned by, rented to, or loaned to "employees", or any of "your" partners or members and their spouses (if "you" are a partnership or joint venture), or any of "your" members (if "you" are a limited liability company); and
- e. any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by "you", and in which "you" have a majority interest.

Such an organization is not an "insured":

- 1) if there is other similar insurance available to it;

- 2) after 90 days immediately following the acquisition or formation or the end of the policy period, whichever is earlier;
- 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation; or
- 4) for "personal injury" or "advertising injury" arising out of an offense committed prior to the acquisition or formation.

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

GL-914 Ed 1.0

Copyright MCMXCVI

American Association of Insurance Services

LIMITED LIABILITY COMPANY (PREMISES ONLY)

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

1. The definition of "insured" is deleted and replaced with the following:

"Insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business on the "insured premises" of which "you" are the sole owner, if shown on the "declarations" as an individual;
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business on the "insured premises", if shown on the "declarations" as a partnership or a joint venture;
- c. "you" and all "your" members and managers, but only while acting within the scope of their duties in connection with "your" business conducted on the "insured premises", if shown on the "declarations" as a limited liability company; and
- d. "you" and all "your" executive officers and directors, but only while acting within the scope of their duties in connection with "your" business conducted on the "insured premises", if shown on the "declarations" as an organization (other than a partnership, joint venture, or limited liability company). It also includes "your" stockholders, but only for their liability as such.

"Insured" also includes:

- a. any person or organization, except "your" "employees", while acting as "your" real estate manager.
- b. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such with respect to the "insured premises", or a person who has custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all "your" rights and duties under this coverage.
- c. "your" "employees", for acts within the scope of their employment by "you" (this does not include "your" managers if "you" are a limited liability company or "your" executive officers if "you" are an organization other than a limited liability company). None of these "employees" are "insureds" for:
 - 1) "bodily injury" to "you" or to a fellow "employee"; or
 - 2) "property damage" to property owned by, rented to, or loaned to "employees", or any of "your" partners or members and their spouses (if "you" are a partnership or joint venture), or any of "your" members (if "you" are a limited liability company).
- d. any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by "you", and in which "you" have a majority interest.

Such an organization is not an "insured":

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following the acquisition or formation or the end of the policy period, whichever is earlier; or

- 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation.

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

GL-915 Ed 1.0

Copyright MCMXCVII

American Association of Insurance Services

LIMITED LIABILITY COMPANY (FARM PREMISES AND OPERATIONS)

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

1. The definition of "insured" is deleted and replaced with the following:

"Insured" -- If shown on the "declarations" as an Individual, "insured" means "you" and, if members of "your" household, "your" spouse and "your" or "your" spouse's relatives under the age of 21.

If shown on the "declarations" as a Partnership or a Joint Venture, "insured" means "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" "farming" operations.

If shown on the "declarations" as a Limited Liability Company, "insured" means "you" and all "your" members and managers, but only while acting within the scope of their duties with respect to the conduct of "your" "farming" operations.

If shown on the "declarations" as an Organization (other than a Partnership, Joint Venture, or Limited Liability Company), "insured" means "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties as such. It also includes "your" stockholders, but only for their liability as such.

"Insured" also includes:

- a. any person or organization, except "your" "employees", while acting as "your" real estate manager.

- b. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such with respect to the "insured premises", or a person who has custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all "your" rights and duties under this coverage.
- c. "your" "employees", for acts within the scope of their employment by "you" (this does not include "your" managers if "you" are a limited liability company or "your" executive officers if "you" are an organization other than a limited liability company). None of these "employees" are "insureds" for:
 - 1) injury to "you" or a fellow "employee"; or
 - 2) "property damage" to property owned by, rented to, or loaned to "employees", or any of "your" partners or members and their spouses (if "you" are a partnership or joint venture), or any of "your" members (if "you" are a limited liability company).
- d. persons other than "your" employees, including another person or an organization legally liable for the conduct of such persons, but only:
 - 1) for liability arising out of the use or care of vehicles or animals owned by "you" and to which this Commercial Liability Coverage applies; and
 - 2) if there is no other insurance covering the liability available to them.

- e. any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by "you", and in which "you" have a majority interest.

Such an organization is not an "insured":

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following the acquisition or formation or the end of the policy period, whichever is earlier; or

- 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation.

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not shown on the "declarations" as an "insured".

GL-916 Ed 1.0

Copyright MCMXCVII

American Association of Insurance Services

CALENDAR DATE OR TIME FAILURE EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) resulting from the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.

EMPLOYEE BENEFITS LIABILITY COVERAGE CALENDAR DATE OR TIME FAILURE EXCLUSION

Coverage E - Employee Benefits Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for a claim resulting from the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.

EXCLUSION -- ADULT DAY CARE CENTERS

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusions are added:

1. "We" do not pay for "bodily injury" or "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) that arises out of:
 - a. the rendering or failure to render the following services by an "insured":
 - 1) medical, surgical, dental, x-ray, or nursing services;
 - 2) any health service or treatment; or
 - 3) any cosmetic or barber services, including those that involve hair removal, hair replacement, skin enhancement, or personal grooming; or
 - b. the furnishing or dispensing of medical, dental, or surgical supplies, including prosthetic devices, pharmaceuticals, and drugs.
2. "We" do not pay for medical expenses for "bodily injury" to any person in the care of the "insured".

MISDELIVERY OF LIQUID PRODUCTS COVERAGE

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

With respect to the coverage provided by this endorsement, the exclusion relating to "bodily injury" or "property damage" that arises out of the ownership, operation, maintenance, use, supervision, entrusting, occupancy, renting, loaning, or "loading or unloading" of "autos", mobile equipment, "motorized vehicles", watercraft, or aircraft does not apply to "bodily injury" or "property damage" that arises out of:

1. the delivery of a liquid product into the wrong receptacle or to the wrong address; or
2. the mistaken delivery of one liquid product for another by an "auto" or a "motorized vehicle";

if the "bodily injury" or "property damage" occurs after the work has been completed or abandoned at the site of the delivery.

Work that may require further service, maintenance, correction, repair, or replacement because of performance at the wrong address or because of any error, defect, or deficiency, but that is otherwise completed, will be deemed completed.

**ADDITIONAL INSURED --
USERS OF DRAFT OR SADDLE ANIMALS**

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of "insured" is amended by the addition of the following:

If "you" are using or if "you" have given "your" permission for others to use draft animals, saddle animals, or vehicles used with the draft animals or saddle animals, "insured" includes any person or organization using or legally responsible for the use of draft animals, saddle animals, or vehicles used with the draft animals or saddle animals.

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without **our** written consent.
2. **Cancellation** -- **You** may cancel this policy by returning the policy to **us** or by giving **us** written notice and stating at what future date coverage is to stop.

We may cancel this policy, or one or more of its parts, by written notice sent to **you** at **your** last mailing address known to **us**. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If **we** cancel this policy for nonpayment of premium, **we** will give **you** notice at least 10 days before the cancellation is effective. If **we** cancel this policy for any other reason, **we** will give **you** notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

Your return premium, if any, will be calculated according to **our** rules. It will be refunded to **you**

with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the **terms** of this policy must be issued by **us** in writing to be valid.
4. **Inspections** -- **We** have the right, but are not obligated, to inspect **your** property and operations at any time. This inspection may be made by **us** or may be made on **our** behalf. An inspection or its resulting advice or report does not warrant that **your** property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for **our** benefit only.
5. **Examination of Books and Records** -- **We** may examine and audit **your** books and records that relate to this policy during the policy period and within three years after the policy has expired.

EXCLUSION -- PROPERTY DAMAGE TO ELECTRONIC DATA (COMPUTER SOFTWARE MANUFACTURER)

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for "property damage" to electronic data arising out of computer software programs that are either developed by "you" or manufactured by "you".

SUPPLEMENTAL COVERAGES

If either Contractual Liability Coverage or Incidental Contractual Liability Coverage are included in this policy, neither Contractual Liability Coverage nor Incidental Contractual Liability Coverage apply to any licensing, franchising, or similar agreement relating to the manufacturing or development of computer software programs.

EXCLUSION -- PROPERTY ENTRUSTED

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Described Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

With respect to the operations designated in the schedule above, "we" do not pay
for "property damage" to property of others:

1. entrusted to "you" for storage or safekeeping; or
2. on premises "you" own or that are rented to "you".

AMENDATORY ENDORSEMENT

The reference to words that have special meaning is deleted and replaced by the following:

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

EXCLUSION -- ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for "property damage", including loss of use, resulting from:

1. the erroneous delivery of seed, including the failure to deliver seed, the delivery of the wrong seed, or the delivery of seed at the wrong time;
2. an error in processing or labeling the seed; or
3. the seed's failure to germinate.

COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE

The Commercial Liability Coverage is amended as follows:

PRINCIPAL COVERAGES

Coverages L and N are extended to apply to "property damage", including loss of use, resulting from:

1. the erroneous delivery of seed, including the failure to deliver seed, the delivery of the wrong seed, or the delivery of seed at the wrong time;
2. an error in processing or labeling the seed; or
3. the seed's failure to germinate if it is the result of the delivery of the wrong seed, the delivery of seed at the wrong time, or an error in processing or labeling seed.

EXCLUSIONS

With respect to the coverage provided by this endorsement, the exclusion relating to "property damage" to "impaired property" does not apply.

COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE -- FAILURE OF SEED TO GERMINATE EXCLUDED

The Commercial Liability Coverage is amended as follows:

PRINCIPAL COVERAGES

Coverages L and N are extended to apply to "property damage", including loss of use, resulting from:

1. the erroneous delivery of seed, including the failure to deliver seed, the delivery of the wrong seed, or the delivery of seed at the wrong time; or
2. an error in processing or labeling the seed.

EXCLUSIONS

1. With respect to the coverage provided by this endorsement the exclusion relating to "property damage" to "impaired property" does not apply.
2. With respect to the coverage provided by this endorsement, the following exclusion is added:

"We" do not pay for "property damage" that arises out of the seed's failure to germinate.

EXCLUSION -- SPAS, HEALTH, OR BEAUTY FACILITIES

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Described Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

With respect to the operations designated in the schedule above, "we" do not pay for "bodily injury" or "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) that arises out of the rendering or failure to render:

1. any service, treatment, advice, or instruction for the purpose of appearance or skin enhancement, hair removal, hair replacement, or personal grooming; or
2. any service or advice relating to physical fitness, including service or advice related to diet, cardio-vascular fitness, weight change, weight training, or physical training programs.

EXCLUSION -- PROFESSIONAL SERVICES -- VETERINARIANS

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) that arises out of:

1. the rendering or failure to render medical, surgical, dental, x-ray, or testing procedures and services on animals;
2. the rendering or failure to render health care advice or instruction;
3. the furnishing or dispensing of medical, dental, or surgical supplies, including pharmaceuticals and drugs; or
4. the handling or treatment of dead animals, including autopsies, organ donation, cremation, or burial.

LAWN CARE SERVICES

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The exclusion that applies to "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants is amended by the following addition:

However, the "terms" of this exclusion that address "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants at or from any premises, site, or location where any "insured" or any contractor or subcontractor, directly or indirectly under "your" control, is working do not apply with respect to the application of herbicides or pesticides on lawns that are cared for by "you" if the "insured" is not required to obtain a license or permit to apply the herbicides or pesticides.

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

INCOME COVERAGE SUPPLEMENT

Policy Number:
Effective:

Issued:

Coverage Option

Limit

(Make an entry to show the applicable Income Coverage Option and corresponding limit)

Earnings, Rents and Extra Expense	\$
Earnings and Extra Expense	\$
Rents and Extra Expense	\$
Extra Expense Only	\$

(Show deductible (if applicable) and/or payment terms for selected Income Coverage option)

Deductible: \$

Coinsurance Percentage: %

Value Reporting, Coinsurance Percentage: %

Monthly Limitation: % % % (Show as many as applicable)

Maximum Period of Indemnity: Days

Restrictions, Modifications, and Limitations

(Make an entry to revise definition, exclusion, or restriction, when applicable)

Definition of restoration period modified to include increase
in time due to enforcement of ordinance, law or decree.

Mobile Equipment Rental Reimbursement; revised waiting period: (hrs.)

Radio and Television Antennas; Loss of Earnings or Extra Expense is provided for damage to
following property:

Software; extension of coverage: Consecutive Days

Coverage Extensions

(Make an entry to modify an Income Coverage Extension, when applicable)

Period of Loss Extension After Business Resumes: Consecutive Days

Grain Storage Income: Days

Seasonal Coverage: Days

INCOME COVERAGE SUPPLEMENT (Cont)

Additional Income Coverage (Show the applicable coverage and corresponding limit)

Limit

Newly Acquired Locations, Earnings and Extra Expense \$
Newly Acquired Locations, Extra Expense Only \$

Supplemental Income Coverage (Make entries for any supplemental coverages provided)

Coverage

Limit

Conditions

(Show only when applicable)

Public Health Shutdown	\$	Deductible:
Dependent Locations	\$	Deductible:
Utility Service Interruption	\$	Waiting Period: (hrs.)
		All Services Except:
		Power
		Overhead Lines
		Gas
		Telecommunications
		Overhead Lines
		Water
Contract Penalty	\$	Deductible:
Property in Transit, On Exhibition, or		
In the Custody of Sales Representatives	\$	Deductible:

Expense Deductions:

(Show optional expense deduction(s), if applicable)

Ordinary Payroll Expense Excluded

Payroll Expenses also Excluded for:
(If applicable, show by job classification, title or name)

Ordinary Payroll Expense Limitation: Days

Power, Heat, and Refrigeration Expense Excluded

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF ADDITIONAL INTERESTS

Policy Number:
Effective:

Issued:

Description of Covered Property

Mortgagee

Loss Payee

Lender's Loss Payee

Contract of Sale Loss Payee

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF COVERED STOCK

Policy Number:
Effective:

Issued:

<u>Item No.</u>	<u>Description of Covered Property</u>	<u>Limit</u>	<u>Coverage Provisions</u>
			(Show: Valuation; Value Reporting; Coinsurance; Deductible; Peak Season Limit and Time Period; Property Excluded)

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF COVERED MOBILE EQUIPMENT

Policy Number:
Effective:

Issued:

MOBILE EQUIPMENT			
<u>Item No.</u>	<u>Description of Covered Property</u>	<u>Limit</u>	<u>Coverage Provisions</u>
			(Show: Valuation; Coinsurance; Deductible; Property Excluded)

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF LOCATIONS

Policy Number:
Effective:

Issued:

Location No.

Legal Description or Address

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF COVERED BUILDINGS AND PERSONAL PROPERTY

Policy Number:
Effective:

Issued:

<u>Item No.</u>	<u>Description of Covered Property</u>	<u>Limit</u>	<u>Coverage Provisions</u>
-----------------	--	--------------	----------------------------

(Show: Valuation;
Value Reporting;
Stated Amount and
Expiration;
Coinsurance;
Deductible;
Inflation Protection;
Property Excluded;
Vacancy Permit)

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF COVERED COMPUTERS**

Policy Number:
Effective:

Issued:

COMPUTERS

<u>Item No.</u>	<u>Description of Covered Property</u>	<u>Limit</u>	<u>Coverage Provisions</u>
			(Show: Valuation; Value Reporting; Coinsurance; Deductible; Property Excluded)

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF COVERED PROPERTY AND PROVISIONS

Policy Number:
Effective:

Issued:

SPECIFICALLY SCHEDULED

<u>Item No.</u>	<u>Description of Covered Property</u>	<u>Limit</u>	<u>Coverage Provisions</u>
			(Show: Valuation; Coinsurance; Deductible)

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
SCHEDULE OF COVERED PROPERTY FOR BUILDERS' RISK**

Policy Number:
Effective:

Issued:

BUILDERS' RISK

<u>Item No.</u>	<u>Description of Covered Property</u>	<u>Limit</u>	<u>Coverage Provisions</u>
-----------------	--	--------------	----------------------------

(Show: Deductible)

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number:
Effective:

Issued:

The following Forms and Endorsements apply to this policy:

Form No.

Form Title

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
LIVESTOCK FEEDYARD FORM
LIMITED FEEDING & WATERING COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy, the words "you" and "your" refer to the Name Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

A. COVERAGE

"We" will pay those sums that "you" become obligated to pay as damages because of the **DEATH** of livestock as described as **COVERED PROPERTY** arising out of a **COVERED CAUSE OF LOSS**.

B. COVERED PROPERTY

Owned and non-owned livestock in "your" care, custody or control which are confined at the premise(s) described in the Declarations schedule of the **INSURED PREMISES**.

C. PROPERTY NOT COVERED

All livestock grazing, feeding and watering on or at premises other than **INSURED PREMISES**, regardless of whether or not such premises is owned by "you".

D. COVERED CAUSE OF LOSS

The accidental **DEATH** of livestock [**COVERED PROPERTY**] which directly results from unintentional and accidental oral ingestion of **NAMED POISONS OR TOXINS** through your **FEEDING AND WATERING**.

E. EXCLUSIONS:

"We" will not pay for direct or indirect loss caused by or to the following:

- 1) **GOVERNMENTAL CONDEMNATION:**
The destruction of any livestock ordered by a governmental authority.
- 2) **VOLUNTARY DESTRUCTION** "Your" voluntary destruction of any livestock.
- 3) **POLLUTANTS:** Including the extraction of pollutants from land or water. This includes but is not limited to whether such pollutants are caused by contaminated feed and water or livestock carcasses.
- 4) **INJECTION:** The injection or intravenous introduction of any substance.

- 5) **DISEASE:** Any and all livestock diseases, regardless of how transmitted, including but not limited to Bovine Spongiform Encephalopathy or BSE "Mad Cow Disease", Anthrax (Carbon or Splenic Fever), Red Water Disease (Bacillary Hemoglobinuria), Black Leg (Black Quarter, Emphysematous Gangrene, Quarter-III or Symptomatic Anthrax), Bovine Pulmonary Emphysema, Bovine Respiratory Disease Complex, Shipping Fever or Hemorrhagic Septicemia, Bovine Virus Diarrhea (BAD or Mucosal Disease), Bangs (Brucellosis), Calf Diphtheria or Scours, Circling Disease (Encephalitis or Listeriosis), Fescue Foot (Fescue Toxicity), Foot and Mouth Disease, Foul Rot (Foul Foot), Infectious Bovine Rhinotracheitis (IBR or Red Nose), Infectious Embolic Meningoencephalitis (Thromboembolic Meningoencephalitis, TEME or Sleeper Syndrome), Johne's Disease (Chronic Bacterial Dysentery or Paratuberculosis), Leptospirosis, Lump Jaw, Wooden Tongue, Malignant Gangrene (Gas Gangrene), Meteorites, Naval Infection (Joint-III or Navel-III), Pink-Eye (Infectious Bovine Keratoconjunctivitis), Cancer Eye, Pneumonia, Vibriosis, Rabies, Tetanus, Tuberculosis, Warts, Winter Dysentery, Vesicular Stomatitis, E. Coli, Cysticercosis commonly known as Measles, Liver, Abscesses, Acidosis, Bloat, Urolithiasis or Water Belly.

- 6) **PARASITES:** Any and all livestock parasites, regardless of whether or not such parasites are internal or external, nor how transmitted.

- 7) **UNAPPROVED PRODUCTS USE:** Any loss arising out of any feed supplement, mineral, antibiotic or drug, or any other livestock ingredient which is not approved for use in the production of livestock for slaughter by all local, state and Federal governmental authority having jurisdiction, including the Food and Drug Administration, U.S.

Department of Agriculture, etc, and the use of any extra label drugs, off market drugs, or any intentional mixing or use of any livestock drugs or feed additives in which the insured violates the manufacturers label, instructions and warnings.

- 8) **INTENTIONAL NEGLECT OF STANDARD CARE:** Any loss arising out of your intentional neglect and/or failure to exercise the reasonable and usual care one could expect and rely upon in performing **FEEDING AND WATERING** operations.
- 9) **WAR:** War and military action which includes:
- a) War (including undeclared war and civil war);
 - b) Warlike action by a military force, including action in hindering or defending an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
 - c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- This exclusion applies even though loss of covered property may result from the oral ingestion of named poison or toxins.
- 10) **NUCLEAR HAZARD:** Due to nuclear reaction, radiation or contamination, even if such exposure to nuclear hazard is due to the oral ingestion of named toxins or perils.
- 11) Negligent supervision of employees or any insured.

F. VALUATION

The **DEATH** of any livestock covered by this policy will be valued as if they were sold for slaughter on the date of loss at the nearest public livestock market. Market valuation of each head will be by the individual animal's live weight not to exceed \$2,000 per any one animal.

G. LIMITS OF INSURANCE

The most "we" will pay for loss or damage for any one **OCCURRENCE** and during any 12-month period of this policy is the limit specific on the declarations page.

H. DEDUCTIBLE

"We" will not pay for loss or damage in any one **OCCURRENCE** until the amount of loss or damage exceeds the deductible shown in the Declarations page. "We" will pay only the amount of loss for each **OCCURRENCE** which is in excess of the deductible, up to the applicable Limit of Insurance.

I. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions: In the event of a potential loss, "you" must notify "us" immediately and dead livestock may not be removed from "your" premises without our permission.

"You" agree to have "your" water supply and system tested once a year and certified free of **NAMED POISONS or TOXINS**. "You" further agree to keep a copy of the certificate available for inspection. **If "you" fail to have "your" water supply and system tested, then there is NO COVERAGE under this form.**

J. DEFINITIONS

- 1) **OCCURRENCE** shall be defined as beginning when "you" are aware of a potential covered loss and ending 96 hours after the first livestock observed **DEATH**.
- 2) **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, decaying animal carcasses, contaminated feed, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3) **INSURED PREMISES** is defined as those scheduled locations described in the declarations page only.
- 4) **FEEDING AND WATERING** is defined as "your" mixing, milling and delivery of various feed rations and water to covered livestock at **INSURED PREMISES**.

- 5) **DEATH** includes livestock that is destroyed under the following conditions and is directly damaged by "your" **FEEDING AND WATERING**: the livestock is permanently impaired and unsuitable for either human or animal consumption and destroyed to relieve unnecessary suffering as determined and certified by a veterinarian, and "you" have "our" approval prior to such destruction.
- 6) **NAMED POISONS AND TOXINS** means only the following specific types of poisons or toxins: heavy metals,

specifically arsenic, selenium, sulfur, copper, fluorine, lead, mercury, molybdenum, nitrate, and organophosphorus compounds; inorganic toxins; cyanide, strychnine, including pesticides or herbicides; organic toxins: salmonellosis, mycotoxins and botulism; petroleum based fuels or solvents, and coal tar, creosote; poisonous plants or animals; Pentachlorophenol (penta of PCP), Polybrominated Biphenyls (PBB), Polychlorinated Biphenyls (PCB), and Purssic Acid.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
EXCLUSION – FAILURE TO SUPPLY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

All other terms and conditions remain the same.

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

All other terms and conditions remain the same.

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
ENDORSEMENT**

Agent: _____

This endorsement, effective _____, forms a part of Policy No. _____

Issued to _____

Policy Period – From: _____ To: _____

The above described policy is amended as follows:

It is agreed:

Endorsement No. _____

Countersignature Date

Premium Change: \$
☐ Additional ☐ Return (CR)

Agent

Revised Annual Premium: \$ _____

Prepared: _____ By: _____

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

SCHEDULE OF LIMITS AND CONDITIONS FOR ENDORSEMENT(S) OPTIONS

Supplement Declarations

Policy Number:
Effective:

Issued:

The following Forms and Endorsements apply to this policy if a limit is shown:

<u>Endorsement Coverage</u>	<u>Limit</u>	<u>Conditions</u>
AG 0124 Computer Virus and Hacking Coverage:		
Property – Occurrence		Deductible \$
Property – Aggregate		
Income Coverage – Occurrence		Waiting Period
Income Coverage – Aggregate		(hrs.)
AG 0132 Functional Replacement Cost:		
Locations		
Amount \$		
Demolition and Removal		
AG 0136 Hay, Straw, and Fodder Coverage:		
Location		Coinsurance %
Each Stack		
Each Buidling		
AG 0140 Livestock Coverage:		
Each Animal, Class		Coinsurance %
All Animals, Class		Reporting Cov.
Each Animal, Type		Reports Due
All Animals, Type		Reporting Period:
		from to
Perils: Basic	Broad	
EQ or Volcanic Eruption	Off-Premises Power Interruption	
AG 0144 Mortgaged and Stolen Grain Coverage		
Property:		
Each Transaction:		
Annual Aggregate:		
AG 0148 Optional Exclusions:		
Property:		
Sprinkler Leakage	Theft	Water Damage
Windstorm or Hail	Vandalism	

Supplement Declarations (Cont'd)

<u>Endorsement Coverage</u>	<u>Limit</u>	<u>Conditions</u>
AG 0156 Pro Rata Limit: Location: Property:		
AG 0164 Protective Devices and Services: Fire Protective: Theft Protective:		
AG 0168 Rebuilding Coverage- Excess Insurance Amendment: Property:		
AG 0172 Scheduled Earthquake Coverage: Locations: Property:		Masonry Veneer Included Deductible: Property % Income Cov. (hrs.)
AG 0176 Scheduled Flood Coverage: Locations: Property:		Deductible:
AG 0180 Theft Coverage – Amended Limit: Property:		
AG 0184 Waiver of Deductible – Commodities: Property:		
AG 0192 Windstorm or Hail Deductible: Property:		Deductible:

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

OWNED SNOWMOBILE, ATV & GOLF CART COVERAGE

This endorsement changes the Personal Liability Coverage provided by this policy

-- PLEASE READ THIS CAREFULLY --

(The information required below may be shown on the "declarations".)

Make or Model

Serial or Motor Number

- 1.
- 2.
- 3.
- 4.
- 5.

The Personal Liability Coverage of this policy is extended to apply to the snowmobiles, All-Terrain Vehicle (ATV) or Golf Cart described above.

1. Under Incidental Coverages, the following item is added to Motorized Vehicles:

"We" pay for the "bodily injury" or the "property damage" which results from the ownership, maintenance, use, loading, or unloading of the snowmobile, ATV or Golf Cart described above while off the "insured premises".

With respect to these snowmobiles, ATVs or Golf Carts, the definition of "insured" includes a person or organization legally responsible for a snowmobile, ATV or Golf Cart described above owned by an "insured". (This does not include a person or organization using or having custody or possession of the snowmobile, ATV or Golf Cart without the permission of the owner.)

2. This coverage does not apply to a snowmobile, ATV or Golf Cart:
 - a. subject to motor vehicle registration or while used to carry persons for a charge, if it is rented to others, or if it is used for other "business" purposes; or
 - b. if it is used in racing, speed, pulling or pushing, demolition, or stunting activities or contests or in the practice or preparation for such activities or contests.

All other terms and conditions remain the same.

CERTIFIED ACT OF TERRORISM EXCLUSION

1. The following definition is added.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act of terrorism;
- b. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- c. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- d. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. The following exclusion is added.

CERTIFIED ACT OF TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

3. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
- b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0610 12 02

NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION

1. The following definitions are added.

- a. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:

- 1) is committed by an individual or individuals; and
- 2) appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Act of 2002 or any amendments thereto.

- b. "Non-certified terrorism loss" means any loss that results from a "non-certified act of terrorism".

2. Under Perils Excluded (or under Exclusions in form GS-200), the War Exclusion, wherever it appears, is deleted and replaced by the following:

WAR AND MILITARY ACTION EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

3. The following Non-certified Act of Terrorism Exclusion is added. Regardless of the amount of damage and losses, the Non-certified Act of Terrorism Exclusion applies to any incident of "non-certified terrorism loss":

- a. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- b. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

However, the Non-certified Act of Terrorism Exclusion does not apply to any loss that results from an act that is not certified by the Secretary of the Treasury to be an act of terrorism solely because the property and casualty insurance losses resulting from that act do not exceed \$5,000,000 in the aggregate.

Except as provided in 3.a. or 3.b. above, the Non-certified Act of Terrorism Exclusion will only apply to an incident of "non-certified terrorism loss" in which the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property.

For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "non-certified terrorism loss" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

The preceding paragraph describes the threshold used to measure the magnitude of an incident of "non-certified terrorism loss" and the circumstances in which the threshold will apply, for the purpose of determining whether the Non-certified Act of Terrorism Exclusion will apply to that incident. When the Non-certified Act of Terrorism Exclusion applies to an incident of terrorism, there is no coverage under this Coverage Part.

NON-CERTIFIED ACT OF TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0630 12 02

CERTIFIED AND NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION

1. The following definitions are added.

- a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:
- 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
 - 4) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act will be certified by the Secretary of the Treasury as an act of terrorism if property and casualty insurance losses resulting from the act do not exceed \$5,000,000 in the aggregate.

- b. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:

- 1) is committed by an individual or individuals; and
- 2) appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Extension Act of 2005 or any amendments thereto.

- c. "Non-certified terrorism loss" means loss that results from a "non-certified act of terrorism".

2. Under Perils Excluded (or under Exclusions in form GS-200), the War Exclusion, wherever it appears, is deleted and replaced by the following:

WAR AND MILITARY ACTION EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

3. The following exclusion is added.

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

With respect to an incident of "non-certified terrorism loss", this Terrorism Exclusion only applies when one or more of the following are attributed to a "non-certified act of terrorism":

- a. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- b. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
- c. the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property.

For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "non-certified terrorism loss" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Item 3.c. above describes the threshold used to measure the magnitude of an incident of "non-certified terrorism loss" and the circumstances in which the threshold will apply, for the purpose of determining whether the Terrorism Exclusion will apply to that incident.

When this Terrorism Exclusion applies to an incident of terrorism, there is no coverage under the Coverage Part to which this endorsement applies.

4. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that policy under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

BIOLOGICAL AND CHEMICAL NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION

1. The following definitions are added.

- a. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:

- 1) is committed by an individual or individuals; and
- 2) appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Act of 2002 or any amendments thereto.

- b. "Non-certified terrorism loss" means any loss that results from a "non-certified act of terrorism".

2. Under Perils Excluded (or under Exclusions in form GS-200), the War Exclusion, wherever it appears, is deleted and replaced by the following:

WAR AND MILITARY ACTION EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

3. The following Non-certified Act of Terrorism Exclusion is added. The Non-certified Act of Terrorism Exclusion applies only to an incident of "non-certified terrorism loss":

- a. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- b. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

However, the Non-certified Act of Terrorism Exclusion does not apply to any loss that results from an act that is not certified by the Secretary of the Treasury to be an act of terrorism solely because the property and casualty insurance losses resulting from that act do not exceed \$5,000,000 in the aggregate.

NON-CERTIFIED ACT OF TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

4. The following provisions are added.
- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0650 12 02

CERTIFIED AND NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION (BIOLOGICAL AND CHEMICAL NON-CERTIFIED ACTS OF TERRORISM)

1. The following definitions are added.

- a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- 1) to be an act of terrorism;
- 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- 3) to have resulted in damage:

- a) within the United States; or
- b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and

- 4) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act will be certified by the Secretary of the Treasury as an act of terrorism if property and casualty insurance losses resulting from the act do not exceed \$5,000,000 in the aggregate.

- b. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:

- 1) is committed by an individual or individuals; and
- 2) appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Extension Act of 2005 or any amendments thereto.

- c. "Non-certified terrorism loss" means loss that results from a "non-certified act of terrorism".

2. Under Perils Excluded (or under Exclusions in form GS-200), the War Exclusion, wherever it appears, is deleted and replaced by the following:

WAR AND MILITARY ACTION EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

- 3. The following exclusion is added.

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

With respect to an incident of "non-certified terrorism loss", this Terrorism Exclusion only applies when one or more of the following are attributed to a "non-certified act of terrorism":

- a. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- b. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

When this Terrorism Exclusion applies to an incident of terrorism, there is no coverage under the Coverage Part to which this endorsement applies.

- 4. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that policy under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion; and

- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

CL 0654 06 06

CONDITIONAL TERRORISM EXCLUSION

NOTICE

The Terrorism Risk Insurance Program (the Program), as established under federal law, is scheduled to terminate while your policy is in effect.

The Terrorism Exclusion found in this endorsement will apply only if the federal government does not renew, extend, or otherwise replace the Program or if the conditions, definitions, or requirements of the Program are changed by the federal government and federal law no longer requires that we make Terrorism Coverage available to you.

1. The Terrorism Exclusion set forth by this endorsement becomes effective on the earliest of the following:
 - a. the date that the federal Terrorism Risk Insurance Program (the Program) established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided by the Coverage Part to which this endorsement applies; or
 - b. the effective date of a renewal, extension, or continuation of the Program, if federal law no longer requires that "we" make terrorism coverage available to "you" and the Program has been renewed, extended, or replaced subject to changes that:
 - 1) redefine terrorism; or
 - 2) increase "our" financial exposure under the Program; or
 - 3) impose requirements on insurance coverage for terrorism that differ from the terms, amounts, or other limitations that otherwise govern coverage for loss or damage under the "terms" of the Coverage Part to which this endorsement applies.
 2. If the Terrorism Exclusion set forth by this endorsement becomes effective, this Terrorism Exclusion:
 - a. supersedes any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies, but only with respect to loss or damage caused by one or more incidents of terrorism that occur on or after the effective date of this Terrorism Exclusion; and
 - b. remains in effect unless "we" notify "you" of changes to this Terrorism Exclusion.
- If a condition described above under items 1.a. and 1.b. occurs prior to the effective date of the policy period to which this endorsement applies, the Terrorism Exclusion set forth by this endorsement applies as of the effective date of that policy period.

3. If none of the conditions described above under items 1.a. and 1.b. occur, any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies continue to apply until "we" notify "you" of changes to such other endorsements.
4. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:
- "Terrorism" means activities against persons, organizations, or property of any nature:
- a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

5. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

- e. the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

Item 5.e. above describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Terrorism Exclusion will apply to that incident. When this Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under the Coverage Part to which this endorsement applies.

- 6. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 5.a. or 5.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.
- 7. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.
 - b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CONDITIONAL NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION

NOTICE

The Terrorism Risk Insurance Program (the Program), as established under federal law, is scheduled to terminate while your policy is in effect.

The Terrorism Exclusion found in this endorsement will apply only if the federal government does not renew, extend, or otherwise replace the Program or if the conditions, definitions, or requirements of the Program are changed by the federal government and federal law no longer requires that we make Terrorism Coverage available to you.

1. The Terrorism Exclusion set forth by this endorsement becomes effective on the earliest of the following:
 - a. the date that the federal Terrorism Risk Insurance Program (the Program) established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided by the Coverage Part to which this endorsement applies; or
 - b. the effective date of a renewal, extension, or replacement of the Program, if federal law no longer requires that "we" make terrorism coverage available to "you" and the Program has been renewed, extended, or replaced subject to changes that:
 - 1) redefine terrorism; or
 - 2) increase "our" financial exposure under the Program; or
 - 3) impose requirements on insurance coverage for terrorism that differ from the terms, amounts, or other limitations that otherwise govern coverage for loss or damage under the "terms" of the Coverage Part to which this endorsement applies.
- If a condition described above under items 1.a. and 1.b. occurs prior to the effective date of the policy period to which this endorsement applies, the Terrorism Exclusion set forth by this endorsement applies as of the effective date of that policy period.
2. If the Terrorism Exclusion set forth by this endorsement becomes effective, this Terrorism Exclusion:
 - a. supersedes any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies, but only with respect to loss or damage caused by one or more incidents of terrorism that occur on or after the effective date of this Terrorism Exclusion; and
 - b. remains in effect unless "we" notify "you" of changes to this Terrorism Exclusion.

3. If none of the conditions described above under items 1.a. and 1.b. occur, any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies continue to apply until "we" notify "you" of changes to such other endorsements.
4. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations, or property of any nature:

 - a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

5. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
 - b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
 - c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
6. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 5.a. or 5.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.

7. The following provisions are added.

a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

CL 1650 06 06

TERRORISM EXCLUSION

1. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations, or property of any nature:

- a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

2. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- e. the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or

common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

Item 2.e. above describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Terrorism Exclusion will apply to that incident. When this Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under the Coverage Part to which this endorsement applies.

3. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 2.a. or 2.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.

4. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.
- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION

1. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations, or property of any nature:

- a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

2. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
 - b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
 - c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
3. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 2.a. or 2.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.
4. The following provisions are added.
- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

Insurance Company:
Policy Number:
Named Insured:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM EXCLUSIONS - CERTIFIED AND NON-CERTIFIED ACTS

You have been given separate notice of your right under the Terrorism Risk Insurance Act to purchase insurance coverage for loss arising out of acts of terrorism, as defined in Section 102(1) of the Act. You rejected the right to purchase such coverage.

Your policy now excludes coverage for loss resulting from acts of terrorism as described above and your policy also excludes coverage for loss resulting from acts that are referred to as non-certified acts of terrorism. Non-certified acts of terrorism are acts that have been committed by an individual or individuals not acting on behalf of any foreign person or foreign interest.

Your policy exclusion for non-certified acts of terrorism applies to two types of incidents. One type of non-certified terrorism incident involves biological, chemical, or nuclear materials or results in nuclear reaction or radiation or radioactive contamination. The second type of non-certified terrorism incident applies to incidents that are not biological, chemical, nuclear, or radioactive in nature, but only when all loss from such an incident exceeds \$25,000,000. When your policy covers your liability for injury or damages incurred by others, this second type of non-certified terrorism incident also applies when 50 or more persons are killed or sustain serious physical injury as a result of the incident.

Your policy's non-certified terrorism exclusion now applies to such incidents, regardless of the magnitude of the property and casualty insurance losses resulting from that act.

Contact us or your agent for more information regarding coverage for loss caused by terrorism.

Insurance Company:
Policy Number:
Named Insured:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM EXCLUSIONS - CERTIFIED AND NON-CERTIFIED ACTS

You have been given separate notice of your right under the Terrorism Risk Insurance Act to purchase insurance coverage for loss arising out of acts of terrorism, as defined in Section 102(1) of the Act. You rejected the right to purchase such coverage.

Your policy now excludes coverage for loss resulting from acts of terrorism as described above and your policy also excludes coverage for loss resulting from acts that are referred to as non-certified acts of terrorism. Non-certified acts of terrorism are acts that have been committed by an individual or individuals not acting on behalf of any foreign person or foreign interest.

Subject to certain exceptions, your policy exclusion for non-certified acts of terrorism applies to incidents that involve biological, chemical, or nuclear materials or results in nuclear reaction or radiation or radioactive contamination. Your policy's non-certified terrorism exclusion now applies to such incidents, regardless of the magnitude of the property and casualty insurance losses resulting from that act.

Contact us or your agent for more information regarding coverage for loss caused by terrorism.

MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT EXCLUSION

The following additional exclusion amends the liability coverage of this policy:

This policy does not apply to damages awarded under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC sections 1801 et seq.) or awarded under any law or regulation pertaining to that Act.

-- PLEASE READ THIS CAREFULLY --

LEAD LIABILITY EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS THAT APPLY TO ALL COVERAGES

The following are added:

We do not pay for:

1. actual or alleged **bodily injury** arising out of the ingestion, inhalation or absorption of lead in any form;
2. actual or alleged **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising out of any form of lead;
3. any loss, cost or expense arising out of any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or
4. any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

KNOWN INJURY OR DAMAGE AMENDMENTS

The Commercial Liability Coverage is amended as follows:

1. Under Definitions, the following definition is added:

"Designated insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if "you" are shown on the "declarations" as an individual;
 - b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a partnership or a joint venture;
 - c. "you" and all "your" members and managers, but only while acting within the scope of their duties, if "you" are shown on the "declarations" as a limited liability company; and
 - d. "you" and all "your" executive officers and directors, but only while acting within the scope of their duties, if "you" are shown on the "declarations" as an organization (other than a partnership, joint venture, or limited liability company). It also includes "your" stockholders, but only for their liability as such; or
 - e. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.
2. Under Principal Coverages, Coverage L and, if applicable, Coverage N are amended by the addition of the following:

This insurance applies only to:

- a. "Bodily injury" or "property damage" which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the Knowledge of Bodily Injury or Property Damage Condition, prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.
 - b. "Bodily injury" or "property damage" that occurs during the policy period and which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge of Bodily Injury or Property Damage Condition, to have occurred prior to the inception date of this policy period, will include any continuation of, resumption of, or change in such "bodily injury" or "property damage" after the end of this policy period.
3. Under Defense Coverage, the following is added:

"We" have no duty to defend a suit or claim seeking "damages" because of "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge of Bodily Injury or Property Damage Condition, prior to the inception date of the policy period.

4. Under Conditions, the following condition is added:

Knowledge of Bodily Injury or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

- a. when a suit, claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";

- b. when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or
- c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

GL 0950 12 99

Copyright, American Association of Insurance Services, 2000

COMPUTER VIRUS AND HACKING COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, Valuation, How Much We Pay, Loss Payment, and Other Conditions.

COVERAGE

Each coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

1. **Computer Virus and Computer Hacking - Property Damage** -- "We" cover direct physical loss or damage to covered "computers" caused by a "computer virus" or by "computer hacking".
2. **Computer Virus and Computer Hacking - Income Coverage** -- Coverage for earnings and/or extra expense is extended to cover loss caused by a "computer virus" or by "computer hacking" that results in:
 - a. direct physical loss or damage to covered "computers"; or
 - b. denial of access to or services from "your" "computer", "your" "computer" network, or "your" web site.

PERILS EXCLUDED

"We" do not pay for loss or damage to covered "computers", "your" "computer" network, or "your" web site caused by a "computer virus" or by "computer hacking" that results in:

1. loss or damage to covered "software" or "hardware", except as provided under the Coverage section of this endorsement;
2. denial of access to or services from "your" "computer", "your" "computer" network, or "your" web site, except as provided under the Coverage section of this endorsement;
3. loss of exclusive use of any "data" that has been copied, scanned, or altered;
4. loss of or reduction in economic or market value of any "data" that has been copied, scanned, or altered;
5. loss of access, loss of use, or loss of functionality of any covered "computers", "your" "computer" network, or "your" web site; or
6. theft of "your" "data" including, but not limited to, confidential:
 - a. customer information;
 - b. processing methods; or
 - c. trade secrets,through observation of the "data" by accessing covered "computers", "your" "computer" network, or "your" web site without any alteration or other physical loss or damage to the "data".

HOW MUCH WE PAY

The following provisions apply in addition to those set forth by the Agribusiness Property and Income Coverage Part under How Much We Pay.

1. **Property Damage Deductible** -- "We" pay only that part of "your" loss over the Computer Virus and Computer Hacking deductible shown on the "declarations" in any one occurrence.
2. **Income Coverage Waiting Period** -- Unless otherwise indicated on the "declarations", "we" do not pay for "your" loss of earnings sustained during the first 12 hours following "your" discovery of the presence of a "computer virus" or of a "computer hacking" incident which results in:
 - a. direct physical loss or damage to covered "computers"; or
 - b. denial of access to or services from "your" "computer", "your" "computer" network, or "your" web site.
3. **Property Damage Limits** -- Subject to the provisions under Loss Settlement Terms in the Agribusiness Property and Income Coverage Part, the following "limits" apply to loss caused by "computer virus" or "computer hacking" as described in the Coverage section of this endorsement:
 - a. The most "we" pay for loss in any one occurrence is the Computer Virus and Computer Hacking Property Damage Occurrence Limit shown on the "declarations".
 - b. The most "we" pay for all losses during a 12 month period is the Computer Virus and Computer Hacking Property Damage Aggregate Limit shown on the "declarations".
4. **Income Coverage Limits** -- Subject to the provisions under Loss Settlement Terms in the Agribusiness Property and Income Coverage Part, the following "limits" apply to loss caused by "computer virus" or "computer hacking" as described in the Coverage section of this endorsement:
 - a. The most "we" pay for loss in any one occurrence is the Computer Virus and Computer Hacking Income Coverage Occurrence Limit shown on the "declarations".
 - b. The most "we" pay for all losses during a 12 month period is the Computer Virus and Computer Hacking Income Coverage Aggregate Limit shown on the "declarations".
5. **Excess Insurance** -- "You" may purchase insurance in excess of the applicable "limit" for Computer Virus and Computer Hacking Coverage. Such excess insurance will not be considered in applying Insurance Under More Than One Policy, nor will it be considered in the application of any pro rata or apportionment provision.

CRIME COVERAGES DISCOVERY BASIS

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, Valuation, How Much We Pay, Loss Payment, and Other Conditions.

DEFINITIONS

The following additional definitions apply to the coverage provided by this endorsement:

1. "Computer fraud" means the fraudulent transfer, payment, or delivery of covered property:
 - a. from a "covered location", "your" "computer", or a banking premises to a person or place outside of a "covered location"; and
 - b. directly related to the use of any "hardware", "software", or peripheral equipment including, but not limited to:
 - 1) electronic data processing equipment;
 - 2) central processing units; or
 - 3) artificial intelligence;whether or not owned by "you" or in "your" care, custody, or control.
2. "Employee" means any natural person:
 - a. while in "your" service (and for 30 days after termination of service); and

- b. whom "you" compensate directly by salary, wages, or commissions; and
- c. whom "you" have the right to direct and control while performing services for "you"; or
- d. who is employed by an employment contractor while that person is subject to "your" direction and control and performing services for "you":
 - 1) on a long term basis; or
 - 2) on a short-term or temporary basis;

excluding, however, any such short-term or temporary employee while having care and custody of property outside the "covered locations"; or

- e. who is a non-compensated volunteer while performing services for "you" excluding, however, any non-compensated persons while performing fund raising services; or
- f. who is a student intern receiving practical work experience at "your" facility for course credit while acting within the scope of the usual duties of an "employee"; or
- g. who is:
 - 1) "your" director;
 - 2) "your" trustee; or
 - 3) any officer with an ownership interest of 25% or greater in any one or more of the entities named as insureds;

while handling funds or "other covered property" of any employee welfare or pension benefit plan insured under this endorsement; or

- h. who is an administrator, employee, manager, officer, or trustee of any Employee Welfare or Pension Benefit Plan insured under this endorsement with the exception of a plan administrator or manager who is an independent contractor.

But "employee" does not mean any:

- a. agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same nature; or
 - b. director, trustee or "manager" except while performing acts that fall within the scope of the usual duties of an "employee".
3. "Forgery" means the fabricating or altering of any signature of the name of another person or organization with intent to deceive. A signature which consists in whole or in part of one's own name signed, with or without authority, in any capacity and for any purpose does not, in and of itself, constitute a "forgery". "We" will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
4. "Keytrol fraud" means the fraudulent transfer or delivery of covered property from a "covered location" to a person or place outside of a "covered location" by the use of a Keytrol device, terminal access card, or similar device.
5. "Manager" means a person serving in a position that provides direction for "your" limited liability company.
6. "Other covered property" means "your" tangible property or the tangible property of others not otherwise excluded under this endorsement.
7. "Telecommunications fraud" means the fraudulent transfer, payment, or delivery of covered property from a "covered location", "your" "computer", or a banking, savings, or investment institution, to a person or place outside of a "covered location" and directly related to the use of:

- a. any telecommunications transmission method to fraudulently transmit orders including, but not limited to:

- 1) telegraph, cable, or teletype transmissions;
- 2) telephone, including cellular transmissions; or
- 3) facsimile transmissions,

whether or not owned by "you" or in "your" care, custody, or control; or

- b. an electronic funds transfer system by a bank, savings, or investment institution subsequent to receiving fraudulent written orders alleged to have been issued by "you" or by an individual acting as "your" agent. Based on the type of account or transaction, written orders are used to direct a financial institution when orders to deliver, pay, or transfer "money" or "securities" are not accepted via a telecommunications transmission.

CRIME COVERAGES

Each Crime Coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

"We" cover loss under a coverage provided only when that loss is discovered by "you" during the policy period as shown on the "declarations". The loss may be sustained by "you" at any time, as long as it is discovered during the policy period.

1. **Employee Fraud and Dishonesty** -- "We" cover direct physical loss of and direct loss from damage to:
- a. "money";
 - b. "securities"; and
 - c. "other covered property",

that "you" own, hold, or for which "you" are legally liable, including property inside the premises of a customer of "yours", resulting from dishonest or fraudulent acts including, but not limited to, "theft", "computer fraud", and "forgery" or alteration committed by any of "your" "employees", whether identified or not, while acting alone or in collusion with other individuals.

The most "we" will pay in any one occurrence is the applicable Employee Fraud and Dishonesty "limit" shown on the "declarations". With respect to Employee Fraud and Dishonesty coverage, an occurrence means all loss which results from one or a series of fraudulent or dishonest acts caused by one or more "employees".

2. **Computer and Telecommunications Fraud**

-- "We" cover direct physical loss of and direct loss from damage to:

- a. "money";
- b. "securities"; and
- c. "other covered property",

resulting from "computer fraud" or "telecommunications fraud".

With respect to Computer and Telecommunications Fraud coverage, the Territorial Limits, as set forth under Other Conditions in the Agribusiness Property and Income Coverage Part, are extended to cover loss which occurs anywhere in the world.

The most "we" will pay in any one occurrence is the applicable Computer and Telecommunications Fraud "limit" shown on the "declarations". With respect to Computer and Telecommunications Fraud coverage, an occurrence means an actual or attempted fraudulent act or series of related fraudulent acts involving one or more individuals, whether identified or not.

3. **Counterfeit Currency, Money Orders, and Travelers Checks** -- "We" cover loss resulting directly from the acceptance of:

- a. counterfeit United States or Canadian paper money or counterfeit paper money of any other country in which "you" are conducting business;
- b. altered, forged, counterfeit, or stolen money orders of any:
 - 1) post office;
 - 2) express company; or
 - 3) United States or Canadian national or state chartered bank,

when the money orders are not paid upon presentation; or

- c. altered, forged, counterfeit, or stolen travelers checks of any:
 - 1) express company; or
 - 2) United States or Canadian national or state chartered bank,

when the travelers checks are not paid upon presentation; and

"you" accepted the counterfeit currency, money orders, or travelers checks in good faith in exchange for goods, "money", or services during the regular course of business.

The most "we" will pay in any one occurrence is the applicable Counterfeit Currency, Money Orders, and Travelers Checks "limit" shown on the "declarations". With respect to Counterfeit Currency, Money Orders, and Travelers Checks coverage, an occurrence means an act or event or series of acts or events:

- a. involving one or more individuals; or
- b. without the known involvement of any individual.

4. **Forged or Altered Charge, Credit, or Debit Card Written Instruments** -- "We" cover loss caused directly by the "forgery" or alteration of, on, or in any written instrument required in conjunction with any charge, credit, or debit card issued to:
- "you";
 - "your" partners or members with ownership interest in any limited liability company named as an insured; or
 - "your" officers, "employees" or "managers" when "you" arrange for the acquisition of corporate cards for business purposes.

With respect to Forged or Altered Charge, Credit, or Debit Card Written Instruments coverage, the Territorial Limits, as set forth under Other Conditions in the Agribusiness Property and Income Coverage Part, are extended to cover loss which occurs anywhere in the world.

For coverage to apply, "you" must be legally liable to the issuer of the charge, credit, or debit card associated with the forged or altered written instrument. In addition, "you" must carry out all of the contract conditions, provisions, and terms of the charge, credit, or debit card that were agreed upon when the card was obtained.

The most "we" will pay in any one occurrence is the applicable Forged or Altered Charge, Credit, or Debit Card Written Instruments "limit" shown on the "declarations". With respect to Forged or Altered Charge, Credit, or Debit Card Written Instruments coverage, an occurrence means all "forgery" or alteration committed by a person or in which that person is implicated, resulting from one or more such acts, without regard to the number of written instruments involved.

Legal Defense Expenses -- If "you" are sued for denying payment on the basis that charge, credit, or debit card written instruments have been forged or altered and "you" have "our" written consent to defend against the suit, "we" pay for reasonable attorney's fees, court costs, or similar legal expenses in that defense. Any amount paid for these expenses will be in addition to the applicable "limit" for this coverage and is not subject to the deductible.

5. **Forged or Altered Checks, Drafts, or Promissory Notes** -- "We" cover loss caused directly by "forgery" or alteration of, on, or in any written instrument required in conjunction with any checks, drafts, promissory notes, or similar written promises or orders to make payment of "money" that are:
- made or drawn by or drawn upon "you" or by an individual acting as "your" agent; or
 - alleged to have been made or drawn by or drawn upon "you" or by an individual acting as "your" agent.

With respect to Forged or Altered Checks, Drafts, or Promissory Notes coverage, the Territorial Limits, as set forth under Other Coverages in the Agribusiness Property and Income Coverage Part, are extended to cover loss which occurs anywhere in the world.

The most "we" will pay in any one occurrence is the applicable Forged or Altered Checks, Drafts, or Promissory Notes "limit" shown on the "declarations". With respect to Forged or Altered Checks, Drafts, or Promissory Notes coverage, an occurrence means all "forgery" or alteration committed by a person or in which that person is implicated, resulting from one or more such acts, without regard to the number of written instruments involved.

Legal Defense Expenses -- If "you" are sued for denying payment on the basis that checks, drafts, promissory notes, or similar written promises or orders have been forged or altered and "you" have "our" written consent to defend against the suit, "we" pay for reasonable attorney's fees, court costs, or similar legal expenses in that defense. Any amount paid for these expenses will be in addition to the applicable "limit" for this coverage and is not subject to the deductible.

6. **Money and Securities** -- "We" cover loss of "money", "securities", bullion, and lottery tickets that "you" own, hold, or for which "you" are legally liable while:
- a. at a "covered location" or the premises of a bank or savings institution; or
 - b. away from a "covered location" while:
 - 1) in the care, custody, or control of:
 - a) "you";
 - b) "your" partners, officers, directors, "managers", or "employees"; or
 - c) members with ownership interest in any limited liability company named as an insured; or
 - 2) temporarily within "your" residence or the residence of:
 - a) "your" partners, officers, directors, "managers", or "employees"; or
 - b) members with ownership interest in any limited liability company named as an insured,

caused by "theft", disappearance, or destruction.

The most "we" will pay in any one occurrence is the applicable Money and Securities "limit" shown on the "declarations". With respect to Money and Securities coverage, an occurrence means an act or event or a series of related acts or events without regard to the number of persons involved in causing the loss.

7. **Keytrol Fraud** -- "We" cover direct physical loss of and direct loss from damage to:

- a. "money";
 - b. "securities"; and
 - c. "other covered property",
- resulting from "keytrol fraud".

The most "we" will pay in any one occurrence is the applicable Keytrol Fraud "limit" shown on the "declarations". With respect to Keytrol Fraud coverage, an occurrence means all "keytrol fraud" committed by a person or in which that person is implicated, without regard to the number of cards or devices involved; or one or a series of acts involving one or more persons, cards, or devices.

CRIME COVERAGE EXTENSIONS

The "limits" of insurance applicable to the following Crime Coverage Extensions are shown on the "declarations". However, if no "limit" is shown for a Crime Coverage Extension, that extension is provided up to the full "limit" for the applicable coverage.

Unless otherwise indicated, the Crime Coverage Extensions described below apply as part of, and not in addition to, the applicable "limit" for the coverages described under the Crime Coverages section of this endorsement. Loss payment is subject to the applicable Crime Coverage deductible.

1. **Employee Fraud and Dishonesty -- Outside Coverage Territory** -- "You" may extend the Employee Fraud and Dishonesty "limit" to cover direct physical loss of and direct loss to:
- a. "money";
 - b. "securities"; and
 - c. "other covered property",

resulting from dishonest or fraudulent acts including, but not limited to, "theft", "computer fraud", and "forgery" or alteration committed by any of "your" "employees" while the "employee" is temporarily outside of the Territorial Limits for not more than 90 days.

Loss payment is subject to the Employee Fraud and Dishonesty deductible.

2. **Forged or Altered Charge, Credit, or Debit Card Written Instruments -- Personal Accounts Extension** -- "We" cover as additional insureds:

- a. "you";
- b. "your" partners and officers; and
- c. members with ownership interest in any limited liability company named as an insured,

but only for loss involving forged or altered charge, credit, or debit card written instruments of "your" personal accounts and the personal accounts of "your" partners, officers, and such members.

The most "we" will pay in any one occurrence is the Forged or Altered Charge, Credit or Debit Card Written Instruments Personal Accounts Extension "limit" shown on the "declarations". Loss payment is subject to the Forged or Altered Charge, Credit, or Debit Card Written Instruments deductible.

3. **Forged or Altered Checks, Drafts, or Promissory Notes -- Personal Accounts Extension** -- "We" cover as additional insureds:

- a. "you";
- b. "your" partners and officers; and
- c. members with ownership interest in any limited liability company named as an insured,

but only for loss involving forged or altered checks, drafts, or promissory notes of "your" personal accounts or the personal accounts of "your" partners, officers, and such members.

The most "we" will pay in any one occurrence is the Forged or Altered Checks, Drafts, or Promissory Notes Personal Accounts Extension "limit" shown on the "declarations". Loss payment is subject to the Forged or Altered Checks, Drafts, or Promissory Notes deductible.

4. **Money and Securities -- Conveyance By Armored Vehicle** -- "You" may extend the Money and Securities "limit" to cover loss to "money", "securities", bullion, and lottery tickets that "you" own, hold, or for which "you" are legally liable caused by "theft", disappearance, or destruction while in the care, custody, or control of an armored vehicle company.

"We" pay only for the amount of "your" loss that "you" cannot recover:

- a. under "your" contract with the armored vehicle company; and
- b. from any insurance or indemnity coverage carried by the armored vehicle for the benefit of customers.

The most "we" will pay in any one occurrence is the Money and Securities Conveyance By Armored Vehicle "limit" shown on the "declarations". Loss payment is subject to the Money and Securities deductible.

PERILS EXCLUDED

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.
 - b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke.
 - c. **War** -- "We" do not pay for loss caused by war. This means:
 - 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - 2) a warlike act by a military force or by military personnel;
 - 3) the destruction, seizure, or use of the property for a military purpose; or
 - 4) the discharge of a nuclear weapon even if it is accidental.
2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.
- a. **Criminal, Fraudulent, Dishonest, or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:
 - 1) "you";
 - 2) "your" partners;
 - 3) members with ownership interest in any limited liability company named as an insured; or
 - 4) officers with ownership interest of 25% or greater in any one or more of the entities named as insureds.
 - b. **Discovery After the Policy Period** -- "We" do not pay for any loss that is not discovered within 90 days of the end of the policy period.
- In the event of cancellation or termination of:
- 1) this policy;
 - 2) any of the coverages described under this endorsement; or
 - 3) any of the coverages described under this endorsement, with respect to any insured or "employee",
- "we" do not pay for any loss that is not discovered within 90 days from the date of the cancellation or termination.
- c. **Indirect Loss** -- "We" do not pay for any loss that is an indirect result of any act or event covered under this endorsement including, but not limited to, loss resulting from:
 - 1) "your" ability to realize income, dividends, and interest that "you" would have realized had there been no loss of, or loss from damage to, property described under this endorsement;
 - 2) payment of damages of any type for which "you" are legally liable. However, "we" will pay compensatory damages arising directly from a covered loss described under this endorsement;
 - 3) payment of costs, fees, or other expenses "you" incur to prove "your" claim and to determine the amount of loss or damage payable under this endorsement. However, this exclusion, item 2.c.3), does not apply to:
 - a) the Appraisal condition under the Agribusiness Property and Income Coverage Part; or
 - b) the Additional Coverage for Inventory and Appraisals Expense, if provided, under the Agribusiness Property and Income Coverage Part.
 - d. **Intangible Property or Trade Secrets** -- "We" do not pay for loss of confidential information or processing methods, trade secrets, or intangible property of any kind.

- e. **Inventory Shortage or Profit and Loss Computation** -- "We" do not pay for loss or damage when the only proof of loss or the amount of loss is dependent upon an inventory or a profit and loss computation.

However, where "you" establish that "you" have sustained a loss described under coverage for:

- 1) Employee Fraud and Dishonesty; or
- 2) Computer and Telecommunications Fraud,

based on information separate from an inventory computation or profit and loss computations, then "you" may offer "your" inventory computation and/or profit and loss computations along with an actual physical count of inventory to support the other evidence as to the loss amount claimed.

- f. **Legal Expenses** -- "We" do not pay for loss due to expenses related to the defense or prosecution of a legal proceeding or claim, except for Legal Defense Expenses described under the following coverages:

- 1) Forged or Altered Charge, Credit, or Debit Card Written Instruments; and
- 2) Forged or Altered Checks, Drafts, or Promissory Notes.

- g. **Trading** -- "We" do not pay for loss resulting directly or indirectly from trading whether in "your" name or in a genuine or fictitious account including, but not limited to, trading in commodities, futures, stocks, bonds, or other financial instruments.

3. **Employee Fraud and Dishonesty** -- The following exclusions apply only to coverage described under Employee Fraud and Dishonesty.

- a. **Discovery of Dishonest Acts** -- "We" do not pay for fraudulent or dishonest acts committed by any "employee" if "you" or any of "your" partners, officers, directors, or "managers" or any of "your" members with ownership interest in any limited liability company named as an insured has knowledge of any fraudulent or dishonest act committed by the "employee" whether before or after being employed by "you". This includes discovery by "you" or by any of "your" partners, officers, directors, "managers", or such members not in collusion with the "employee".

- b. **Employee Canceled Under Prior Insurance** -- "We" do not pay for any loss caused by:

- 1) "your" "employee"; or
- 2) an "employee" of a predecessor in interest of "yours",

for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

- c. **Vandalism** -- "We" do not pay for any loss or damage caused by vandalism, including but not limited to, any loss or damage to "your" "computers", "your" "computer" network, or "your" web site, or denial of access to or services from such equipment caused by or resulting from "computer virus" or "computer hacking".

4. **Computer and Telecommunications Fraud** -- The following exclusions apply only to coverage described under Computer and Telecommunications Fraud.

- a. **Criminal, Fraudulent, Dishonest Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:

- 1) "your" "employees"; or
- 2) "your" directors, trustees, "managers", or authorized representatives.

- b. **Client Access** -- "We" do not cover loss caused by the input of electronic data into a "computer" under the control of "your" client by an individual who had authorized access to the client's authentication code or device.

5. **Counterfeit Currency, Money Orders, and Travelers Checks** -- The following exclusion applies only to coverage described under Counterfeit Currency, Money Orders, and Travelers Checks.

Criminal, Fraudulent, Dishonest, or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:

- a. "your" "employees"; or
- b. "your" directors, trustees, "managers", or authorized representatives.

6. **Forged or Altered Charge, Credit, or Debit Card Written Instruments** -- The following exclusion applies only to coverage described under Forged or Altered Charge, Credit, or Debit Card Written Instruments.

Criminal, Fraudulent, Dishonest, or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:

- a. "your" "employees"; or
- b. "your" directors, trustees, or "managers".

7. **Forged or Altered Checks, Drafts, or Promissory Notes** -- The following exclusion applies only to coverage described under Forged or Altered Checks, Drafts, or Promissory Notes.

Criminal, Fraudulent, Dishonest, or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:

- a. "your" "employees"; or
- b. "your" directors, trustees, or "managers".

8. **Money and Securities** -- The following exclusions apply only to coverage described under Money and Securities.

- a. **Criminal, Fraudulent, Dishonest, or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:

- 1) "your" "employees"; or
- 2) "your" directors, trustees, "managers", or authorized representatives.

- b. **Errors or Omissions** -- "We" do not pay for loss resulting from accounting or arithmetical errors or omissions.

- c. **Exchanges or Purchases** -- "We" do not pay for loss caused by or resulting from the giving or surrendering of property in any exchange or purchase.

- d. **Money Operated Devices** -- "We" do not pay for loss of property contained in a "money" operated device unless the "money" deposited is recorded by a continuous recording instrument in the device.

- e. **Property Surrender or Transfer** -- "We" do not pay for loss of property after it has been surrendered or transferred to a person or place outside a "covered location" or the premises of a banking or saving institution on the basis of unauthorized instructions or as a result of a threat to do bodily harm to any person or damage to any property.

However, in the event of a threat to do bodily harm to any person or damage to any property, this exclusion does not apply to loss of property while outside a "covered location" or the premises of a bank or savings institution in the care and custody of "you", "your" partners, officers, directors, "managers", "employees", or members with ownership interest in any limited liability company named as an insured, if "you":

- 1) had no knowledge of any threat at the time the transfer began; or
- 2) had knowledge of a threat at the time the transfer began, but the loss was not related to the threat.

f. **Vandalism or Malicious Mischief** -- "We" do not pay for:

- 1) loss from damage to a "covered location" or its exterior; or
- 2) loss of or damage to any cash box, cash drawer, cash register, safe, vault, or similar receptacle,

caused by vandalism or malicious mischief.

g. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense. This exclusion applies whether the parting was by:

- 1) "you"; or
- 2) anyone acting on "your" express or implied authority.

9. **Keytrol Fraud** -- The following exclusion applies only to coverage described under Keytrol Fraud.

Criminal, Fraudulent, Dishonest, or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another person by:

- a. "your" "employees"; or
- b. "your" directors, trustees, or "managers".

WHAT MUST BE DONE IN CASE OF LOSS

With respect to the coverage provided by this endorsement, the Notice and Proof of Loss provisions under What Must Be Done In Case Of Loss in the Agribusiness Property and Income Coverage Part are replaced by the provisions that follow:

1. **Notice For Crime Coverages** -- In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice, including a description of the property involved ("we" may request written notice);
- b. give notice to the police when the act that causes the loss may have been a crime, except for acts that cause loss under Employee Fraud and Dishonesty; Forged or Altered Charge, Credit, or Debit Card Written Instruments; and Forged or Altered Checks, Drafts, or Promissory Notes;
- c. give notice to the charge or credit card company if the loss involves a charge or credit card; and
- d. give notice to the bank or savings institution if the loss involves a debit card.

2. **Proof Of Loss For Crime Coverages** -- "You" must send "us", within 120 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- a. the time, place, and circumstances of the loss;
- b. other policies of insurance that may cover the loss;

- c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title or occupancy of the covered property during the policy period;
 - e. detailed estimates for repair or replacement of covered property; and
 - f. an inventory of damaged and undamaged covered property showing in detail the quantity, description, cost, actual cash value, and amount of the loss. "You" must attach to the inventory copies of all bills, receipts, and related documents that substantiate the inventory.
- 1) furnish "us" with written notice of the merger, consolidation, or purchase within 120 days; and
 - 2) "you" pay "us" any additional premium due from the date of the merger, consolidation, or purchase to the end of the policy period.
- c. Any Employee Welfare or Pension Benefit Plan that is acquired through a merger, consolidation, or purchase and that is sponsored solely by "you" or any named insured under this policy will be included as an insured under Employee Fraud and Dishonesty coverage.

2. **Discovery Period Extension** -- Insurance under this endorsement is extended to cover loss discovered up to 90 days from the policy expiration date, as long as the loss was sustained by any insured prior to the end of the policy period. In the event of cancellation or termination of this endorsement or any crime coverage as to any insured, "we" cover any loss discovered up to 90 days from the date of that cancellation or termination, as long as the loss was sustained by that insured prior to the cancellation or termination date.

ADDITIONAL CRIME CONDITIONS

With respect to the coverage provided by this endorsement, the following conditions apply in addition to those set forth under the Common Policy Conditions and the Agribusiness Property and Income Coverage Part.

1. **Acquisition Of Employees Or Additional Locations** --

- a. The coverage provided under this endorsement is extended to additional persons who become "employees" and additional "covered locations" that "you" attain the control and use of through the:
 - 1) consolidation or merger with; or
 - 2) purchase of the assets of,another entity.
- b. "We" cover "your" additional "employees" and "covered locations" for acts committed or events occurring within 120 days from the date of the merger, consolidation, or purchase, provided that "you":

With respect to Employee Welfare or Pension Benefit Plans, insurance under this endorsement is extended to cover loss discovered up to one year from the policy expiration, cancellation, or termination date, as long as the loss was sustained by the Plan prior to the expiration, cancellation, or termination date.

If any insured obtains similar insurance, this Discovery Period Extension will be terminated on the effective date of such other insurance for that insured.

3. **Loss Discovery** -- Loss discovery takes place when "you" first become aware of information which would cause a reasonable person to presume that a loss covered under this endorsement has been or will be incurred, although the precise amount or details of the loss may not, at that time, be known.

4. **Multiple Named Insureds** -- The provisions below are applicable to this policy whenever there is more than one named insured.
- a. **Duty of First Named Insured** -- If more than one insured is named on the "declarations", the first insured named on the "declarations" will act for itself and for all other insureds for every purpose related to insurance under this endorsement. If coverage for the first named insured ends, the next named insured listed will become the first named insured.
 - b. **Employee Status** -- An "employee" of any named insured is considered to be an "employee" of all named insureds.
 - c. **Pertinent Knowledge** -- If any insured or partner or officer of that insured has knowledge of any information pertinent to insurance under this endorsement, that knowledge is considered as known by each insured.
 - d. **Payment to the First Named Insured** -- When "we" make payment for a loss to the first named insured, "we" no longer have any liability for that loss to any other named insured. When payment is made to a named insured other than the first named insured, the payment will be treated as though it was made to the first named insured.
5. **Employee Welfare or Pension Benefit Plans** -- In compliance with the provisions of the Employee Retirement Income Security Act of 1974 (ERISA):
- a. Any Employee Welfare or Pension Benefit Plan, hereafter called Plan, named on the "declarations" will be included as an insured under Employee Fraud and Dishonesty coverage.
 - b. If any Plan is insured together with any other named insured under this policy, "you" or the administrator of the Plan must select a "limit" under the coverage for Employee Fraud and Dishonesty that is sufficient to provide an amount of insurance for each Plan that is at least equal to that which would be required if each Plan were insured separately.
 - c. If both a Plan and another entity are named on the "declarations" as insureds, any payment "we" make to a named insured, other than a Plan, for loss sustained by a Plan must be held by the other entity for use by the Plan(s) that sustain the loss.
 - d. If "money", "securities", or "other covered property" are commingled for two or more Plans, any payment for loss to such property will be shared by each Plan on a pro rata basis in accordance with the amount of coverage each Plan is required to carry by the Employee Retirement Income Security Act.
 - e. The deductible provision does not apply to any loss sustained by a Plan.
6. **Records Pertaining to Money and Securities** -- "You" must keep records of covered "money" and "securities" so that "we" can verify the amount of loss.
-

VALUATION

The following valuation provisions apply in addition to those set forth by the Agribusiness Property and Income Coverage Part.

- 1. **Bullion** -- Bullion is valued at the average cost for replacement that is published by the London Metals Market during the period of 14 days immediately preceding the discovery date of the loss or the actual amount paid for replacement, whichever is less.

2. **Money** -- "Money" will be valued at its face value. At "our" option, "we" may pay for loss of "money" issued by any country other than the United States of America at face value in the "money" issued by that country or in the United States of America dollar equivalent as determined by the rate of exchange as reported by the Wall Street Journal, published in New York, on the day the loss was discovered.
3. **Other Covered Property** -- The value of "other covered property", other than "fine arts", stock, accounts receivable, "valuable papers and records", or other property for which special valuation "terms" are set forth by this policy will be based on the Replacement Cost as described under the Valuation section of the Agribusiness Property and Income Coverage Part.

Actual Cash Value Option -- If actual cash value is indicated on the "declarations", the value of "other covered property" other than "fine arts", stock, accounts receivable, "valuable papers and records", or other property for which special valuation "terms" are set forth by this policy will be based on Actual Cash Value as described under the Valuation section of the Agribusiness Property and Income Coverage Part.

The value of "fine arts", stock, accounts receivable, "valuable papers and records", and other property for which special valuation "terms" are set forth by this policy will be based on the "terms" for such property as set forth under the Valuation section of the Agribusiness Property and Income Coverage Part or as set forth by endorsement attached to the Agribusiness Property and Income Coverage Part.

4. **Securities** -- The value of "securities" will be based on their value at the close of business on the day the loss was discovered. At "our" option, "we" may pay the value of the "securities" or replace them.

HOW MUCH WE PAY

The following provisions apply in addition to those set forth by the Agribusiness Property and Income Coverage Part under How Much We Pay.

1. **Insurance Under More Than One Crime Coverage** -- If more than one Crime Coverage provided by this endorsement applies to the same loss, "we" will not pay more than:
 - a. the actual loss or damage; or
 - b. the sum of the "limits" that apply to those coverages,whichever is less.
2. **Deductible for Crime Coverages** -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence as stated on the "declarations". If more than one deductible amount could apply to the same loss, only the highest deductible amount will be applied.
3. **Prior Insurance That We Issued Or Any Affiliate Issued** -- When a covered loss is covered in part by this endorsement and prior insurance that "we" issued or any of "our" affiliates issued, the most that "we" pay for a covered loss is the greater of the amount recoverable under:
 - a. this crime endorsement; or
 - b. any prior coverage that was canceled or terminated and that "we" or any of "our" affiliates had issued to "you".
4. **Insurance Under More Than One Policy** -- If "you" have another policy covering the same loss, "we" will pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. However, "we" will not pay more than the applicable "limit" under the "terms" of this endorsement.

**Bridge Provision -- Discovery Basis
Replacing Loss Sustained Basis**

This additional provision applies when this endorsement replaces similar prior insurance that provided "you" with an extension of time after the policy period to discover loss that occurred during the term of the prior insurance. For a loss discovered during the discovery period of "your" prior crime insurance, the provision addressing Insurance Under More Than One Policy above is replaced by the following:

"We" will not pay "you" for loss that occurred during the term of "your" prior insurance and was discovered by "you" during that policy's extension of time to discover loss, unless the amount of loss exceeds the "limit" of insurance of "your" prior policy. In that event, "we" will pay "you" for excess loss subject to the "terms" and provisions of this endorsement. However, any payment "we" make to "you" for excess loss will not be greater than the difference between the "limit" of "your" prior crime insurance coverage and the "limit" for the coverage provided by this endorsement. "Our" deductible will not be applied to this excess loss.

5. **Limits and Multiple Years of Coverage --** Regardless of the number of years the coverage provided by this endorsement remains in force, the "limits" will not accumulate, nor can they be added together from year to year or policy period to policy period.

6. **Payment of Loss Sustained By More Than One Named Insured --** "We" will not pay more for loss sustained by more than one named insured than the amount "we" would pay if one insured had sustained the entire loss.

AG 0128 01 01

Copyright, American Association of Insurance Services, 2000

EQUIPMENT BREAKDOWN COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement during the policy period. This coverage is subject to the "terms" of this endorsement, the "declarations", the Common Policy Conditions, and the Agribusiness Property and Income Coverage Part, except as provided below.

DEFINITIONS

1. The definition of "restoration period" is deleted and replaced by the following definition with respect to the coverage provided by this endorsement:
 - a. "Restoration period" means the time it should reasonably take to resume "your" normal business activities at a "covered location" starting from the date of loss caused by an "accident", and ending on the date when:
 - 1) the property should be rebuilt, repaired, or replaced; or
 - 2) business is resumed at a permanent location.

This is not limited by the expiration date of the policy.
 - b. With respect to Dependent Locations under the Supplemental Income Coverages, "restoration period" means the time it should reasonably take to resume "your" normal business activities at a "covered location" starting from the date of loss to property at a "dependent location" caused by an "accident" and ending on the date when:

- 1) the property at the "dependent location" should be rebuilt, repaired, or replaced; or
- 2) business is resumed at a new, permanent location.

This is not limited by the expiration date of the policy.

- c. Unless otherwise shown by entry on the "declarations" for the coverage provided by this endorsement, "restoration period" does not include any increase in time due to the enforcement of any ordinance, law, or decree that regulates or requires:

- 1) the construction, use, repair, or demolition of any property; or
- 2) the testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".
- 3) the clean up, removal, containment, treatment, detoxification, or neutralization of "pollutants".

2. The following definitions are added with respect to the coverage provided by this endorsement:

- a. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:

- 1) mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force;
- 2) loss caused by arcing or electrical currents other than lightning;
- 3) explosion of steam boilers, steam pipes, steam turbines, or steam engines that "you" own or lease or that are operated under "your" control;
- 4) loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment; or

- 5) loss to hot water boilers or heaters caused by any condition or occurrence within such equipment.

b. "Boilers and vessels" means:

- 1) any boiler, including attached steam, condensate, and feedwater piping; and
- 2) any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This definition does not appear elsewhere in this endorsement, but may appear on the "declarations" for the coverage provided by this endorsement.

- c. "Covered equipment" means, unless otherwise specified on the "declarations" for the coverage provided by this endorsement, covered property that generates, transmits, or utilizes energy; or which, during normal usage, operates under vacuum or pressure, other than weight of contents.

"Covered equipment" does not mean:

- 1) equipment manufactured by "you" for sale;
- 2) cabinets or compartments that cover or house "covered equipment";
- 3) buildings or structures, including air supported buildings or structures;
- 4) foundations that support "covered equipment";
- 5) sewer and other underground piping and vessels or sprinkler system piping;
- 6) water piping other than boiler feedwater piping, boiler condensate return piping, or water piping for heating, air conditioning, or refrigeration systems;
- 7) dragline, construction, or excavation equipment;
- 8) "vehicles", "mobile equipment", or any equipment mounted on a "vehicle" or "mobile equipment".

However, equipment that is:

- a) mounted on wheels or a trailer in order to make it transportable;
- b) not used to drive or steer such wheels or trailer; and
- c) stationary and in use at the "covered location" at the time of the "accident";

will not be considered to be mounted on a "vehicle" or "mobile equipment";

- 9) insulating or refractory material;
- 10) "computers";
- 11) satellite, spacecraft, or any equipment mounted on a satellite or spacecraft; or
- 12) irrigation systems, except as follows:

- a) as respects pivot irrigation systems, "covered equipment" does include the central pivot, the wheels, and the drive mechanisms for the swing arm and corner attachments, including but not limited to motors and gears; and
- b) as respects all irrigation systems, "covered equipment" does include sensors, controls, and pumps and drive motors and drive engines used with such pumps.

d. "Fungus or related perils" means:

- 1) a fungus, including but not limited to mildew and mold;
- 2) a protist, including but not limited to algae and slime mold;
- 3) wet rot;
- 4) dry rot;
- 5) a bacterium; or
- 6) a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

- e. "One accident" means all of the "accidents" caused by or resulting from an initial "accident". All "accidents" that are the result of the same occurrence will be considered "one accident".
- f. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale.

However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This definition does not appear elsewhere in this endorsement, but may appear on the "declarations" for the coverage provided by this endorsement.

- g. "Vehicle" means, with respect only to the coverage provided by this endorsement, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, a car, truck, bus, trailer, train, aircraft, watercraft, forklift, or bulldozer.

However, any property that is stationary, permanently installed at a "covered location", and receives electrical power from an external power supplier will not be considered a "vehicle" or "mobile equipment".

PROPERTY COVERED

Except as excluded or limited by the "terms" of this endorsement, "we" cover direct physical loss to Building Property, Computers, Mobile Equipment, Personal Property, Stock, and Specifically Scheduled Property described under Property Covered in the Agribusiness Property and Income Coverage Part, caused by a covered peril described in the Perils Covered section of this endorsement.

PROPERTY NOT COVERED

Property Not Covered in the Agribusiness Property and Income Coverage Part is amended as follows with respect to the coverage provided by this endorsement.

1. Item 3., Animals, is deleted and replaced by the following:

Animals -- "We" do not cover animals.

2. Item 9., Fine Arts, is deleted and replaced by the following:

Fine Arts -- "We" do not cover "fine arts".

3. Item 14., Jewelry, Watches, Jewels, Pearls, Precious Stones, and Metals, is deleted and replaced by the following:

Jewelry, Watches, Jewels, Pearls, Precious Stones, and Metals -- "We" do not cover jewelry; watches; watch movements; jewels; pearls; precious or semi-precious stones; gold, silver, or other precious metals; or items consisting primarily of precious metals.

4. Item 21., Silverware, Goldware, and Pewterware, is deleted and replaced by the following:

Silverware, Goldware, and Pewterware -- "We" do not cover silverware, goldware, and pewterware, or items plated with gold or silver.

5. **Household Personal Property** -- "We" do not cover household personal property.

6. **Dwellings** -- "We" do not cover any building that is used primarily for residential purposes, or any Building Property that is part of or used primarily with any building that is used primarily for residential purposes.

ADDITIONAL COVERAGES

Unless otherwise shown by entry on the "declarations" for the coverage provided by this endorsement, "we" provide the following additional coverages for loss caused by or resulting from an "accident".

The "limit" for each additional coverage is a part of, and not in addition to, the Equipment Breakdown "limit".

1. **Expediting Expenses** -- "We" pay for the reasonable extra costs to expedite permanent repairs or permanent replacement and make temporary repairs to damaged covered property.

The "limit" for this additional coverage, when shown on the "declarations" for the coverage provided by this endorsement, is the most "we" pay for loss, damage, or expense under this coverage.

2. **Pollutants** -- "We" pay for the additional cost to repair or replace covered property because of contamination by "pollutants". This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable stock" by a refrigerant, including but not limited to ammonia, which is addressed under Spoilage below.

Additional costs mean those in excess of what would have been required to repair or replace damage to covered property, had no "pollutants" been involved.

The "limit" for this additional coverage, when shown on the "declarations" for the coverage provided by this endorsement, is the most "we" pay for loss, damage, or expense under this coverage, including any Income Coverage provided by this endorsement.

3. Spoilage --

- a. "We" pay for:

- 1) physical damage to "your" "perishable stock" due to spoilage;
- 2) physical damage to "your" "perishable stock" due to contamination from the release of a refrigerant, including but not limited to ammonia;
- 3) any necessary expenses "you" incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- b. "We" also pay for physical damage to "your" "perishable stock" caused by an "accident" to equipment that is owned by a utility, a landlord, or another supplier with whom "you" have a contract to supply "you" with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, telecommunications services, Internet access, wide area networks or data transmission, or water, including waste water treatment. The equipment must meet the definition of "covered equipment" except that it is not covered property.

Unless otherwise shown by entry on the "declarations" for the coverage provided by this endorsement, this coverage described under this paragraph b. will not apply unless there is an interruption of one of the above services that exceeds 24 hours immediately following the "accident".

- c. If "you" are not able to replace the "perishable stock" before its anticipated sale, the amount of "our" payment will be determined on the basis of the selling price of the "perishable stock" at the time of the "accident", less discounts and expenses "you" otherwise would have incurred. Otherwise, "our" payment will be determined in accordance with the Valuation provision.

The "limit" for this additional coverage, when shown on the "declarations" for the coverage provided by this endorsement, is the most "we" pay for loss, damage, or expense under this coverage. This coverage is excess over any Spoilage coverage provided by this policy if shown on the "declarations" for this coverage.

INCOME COVERAGE

The Income Coverage "terms" of the Agribusiness Property and Income Coverage Part are extended to apply during the "restoration period" when "your" normal business activities are necessarily interrupted, totally or partially, during the policy period as a result of an "accident".

However, this extension of the Income Coverage "terms" applies only if:

1. an entry on the "declarations" shows that the Agribusiness Property and Income Coverage Part includes the coverage provided under the Income Coverage "terms" of that form; and
2. an entry on the "declarations" for the coverage provided by this endorsement shows that the Income Coverage "terms" of this endorsement apply.

When the Income Coverage "terms" of this endorsement apply, all "terms", Exclusions and Limitations, Income Coverage Extensions, Additional Income Coverages, Supplemental

Income Coverages, and Optional Income Expense Deductions of the Agribusiness Property and Income Coverage Part apply to the coverage provided by this endorsement, except as stated below or on the "declarations" for the coverage provided by this endorsement.

EXCLUSIONS AND LIMITATIONS

The Income Coverage provided by this endorsement is subject to the following additional exclusion.

"We" do not cover any increase in loss resulting from an agreement between "you" and "your" customer and suppliers. This includes, but is not limited to, contingent bonuses or penalties, late fees, demand charges, demurrage charges, and liquidated damages.

SUPPLEMENTAL INCOME COVERAGES

Each Supplemental Income Coverage described below applies only when a "limit" for that coverage is shown on the "declarations" for the coverage provided by this endorsement.

Each "limit" shown on the "declarations" for a Supplemental Income Coverage provided by this endorsement applies on a per occurrence basis and is a part of, and not in addition to, the Equipment Breakdown "limit".

Unless otherwise stated, each Supplemental Income Coverage applies to loss caused by a covered peril.

Each Supplemental Income Coverage is subject to the applicable deductible, unless otherwise indicated.

1. **Dependent Locations** -- Subject to the "limit" for this coverage, when shown on the "declarations" for the coverage provided by this endorsement, "your" coverage for Earnings and/or Extra Expense includes loss that "you" incur during the "restoration period" when "your" business is interrupted by direct physical loss to property at a "dependent location" as a result of an "accident" during the policy period.

2. **Utility Service Interruption** -- Subject to the "limit" for this coverage, when shown on the "declarations" for the coverage provided by this endorsement, "your" coverage for Earnings and/or Extra Expense includes loss that "you" incur when "your" business is interrupted due to the interruption of utility services to a "covered location". The interruption must result from an "accident" to equipment that is owned by a utility, a landlord, or another supplier with whom "you" have a contract to supply "you" with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, telecommunications services, Internet access, wide area networks or data transmission, or water, including waste water treatment.

However, "we" do not cover loss caused by the interruption of service provided by a specific type of utility for which an entry is made on the "declarations" to show that Utility Service Interruption does not apply.

Unless otherwise shown by entry on the "declarations" for the coverage provided by this endorsement, Utility Service Interruption coverage will not apply unless there is an interruption of one of the above services that exceeds 24 hours immediately following the "accident".

PERILS COVERED

"We" insure against direct physical damage to covered property that is the direct result of an "accident".

PERILS EXCLUDED

1. Paragraph 1. under Perils Excluded in the Agribusiness Property and Income Coverage Part is amended as follows with respect to the coverage provided by this endorsement.

- a. Item 1.b., Earth Movement or Volcanic Eruption, is deleted and replaced by the following.

Earth Movement or Volcanic Eruption

-- "We" do not pay for loss due to an "accident" caused by any earth movement or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to, earthquake; landslide; mudflow; mudslide; mine subsidence; "sinkhole collapse"; or sinking, rising, or shifting of earth.

- b. Item 1.g., Water, is deleted and replaced by the following.

Water -- "We" do not cover loss caused by water. This means:

- 1) flood, surface water, waves, tidal water, or the overflow of a body of water all whether driven by wind or not and whether caused by natural, accidental or artificial means. This includes spray that results from these whether driven by wind or not; and
- 2) water that backs up through a sewer or drain.

- c. The following exclusion is added and replaces any other exclusion that addresses "fungus or related perils".

Fungus or Related Perils -- "We" do not pay for loss caused by or relating to the existence of or any activity of "fungus or related perils". However, this exclusion does not apply to spoilage of "perishable stock", to the extent that such spoilage is covered under the Spoilage "terms" of this endorsement.

"We" do pay for loss that is caused by an "accident" that results from "fungus or related perils", unless the loss is limited or caused by another peril that is excluded under the Equipment Breakdown coverage "terms".

- d. The following exclusion is added.

Specified and Other Perils -- "We" do not pay for loss caused by the "specified perils", except for explosion specifically covered by item a.3) in the definition of "accident"; weather-related freezing; collapse; breakage of glass; or molten materials.

2. Paragraph 2. under Perils Excluded in the Agribusiness Property and Income Coverage Part is amended as follows with respect to the coverage provided by this endorsement.

- a. Item 2.a., Animals, is deleted and replaced by the following.

Animals -- "We" do not pay for loss caused by animals, including birds, insects, or vermin. "We" do cover any resulting loss caused by an "accident".

- b. Item 2.d., Contamination or Deterioration, is deleted and replaced by the following:

Contamination or Deterioration -- "We" do not pay for loss caused by contamination or deterioration including corrosion, rust, or any quality, fault, or weakness in property that causes it to damage or destroy itself. "We" do cover any resulting loss caused by an "accident".

- c. Item 2.v., Wear and Tear, is deleted and replaced by the following:

Wear and Tear -- "We" do not pay for loss caused by wear and tear, marring, or scratching. "We" do cover any resulting loss caused by an "accident".

- d. The following exclusions are added:

- 1) **Discharge of Water** -- "We" do not pay for any loss, damage, or expense caused by the discharge of water or other extinguishing agent to fight a fire.
- 2) **Testing** -- "We" do not pay for any loss, damage, or expense caused by or resulting from the following tests:
 - a) hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or
 - b) an electrical insulation breakdown test of any type of electrical equipment.

HOW MUCH WE PAY

1. With respect to the coverage provided by this endorsement, paragraph 2., Deductible, is deleted and replaced by the following.

Deductible -- The coverage provided by this endorsement is subject to the policy deductibles shown on the "declarations", unless separate deductibles are shown on the "declarations" for the coverage provided by this endorsement. If separate deductibles are shown, the following apply:

- a. Unless the "declarations" indicates that "your" deductible is combined for all coverages, multiple deductibles may apply to any "one accident".
- b. "We" do not pay for loss, damage, or expense under any coverage until the amount of the covered loss, damage, or expense exceeds the deductible amount indicated for that coverage in the "declarations". "We" then pay the amount of loss, damage, or expense in excess of the applicable deductible amount, subject to the applicable "limit".

- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident", the highest deductible for each coverage will apply.
- d. **Property and Income Coverages –** Property Coverages Deductibles and Income Coverages Deductibles may be indicated in the "declarations" for the coverage provided by this endorsement.

Unless more specifically indicated on the "declarations" for the coverage provided by this endorsement, the Income Coverages Deductibles apply to:

- 1) earnings, "rents", and extra expense;
- 2) utility service interruption; and
- 3) the Supplemental Income Coverages.

The Property Coverages Deductibles apply to all remaining loss, damage, or expense covered by this endorsement.

e. **Application of Deductibles**

- 1) **Dollar Deductibles** -- "We" do not pay for loss, damage, or expense resulting from any "one accident" until the amount of loss, damage, or expense exceeds the applicable deductible indicated on the "declarations" for the coverage provided by this endorsement. "We" then pay the amount of loss, damage, or expense in excess of the applicable deductible or deductibles, subject to the applicable "limit" indicated on the "declarations" for the coverage provided by this endorsement.
- 2) **Multiple of Average Daily Value** -- If a deductible is expressed as a number times an Average Daily Value (ADV), that amount will be calculated as follows:

The ADV will be the net income (net profit or loss before income taxes) and continuing operating expenses that would have been normally earned or incurred during the "restoration period" by "your" business had no "accident" occurred, divided by the number of working days in that period.

Operating expenses includes but is not limited to payroll expense.

No reduction will be made:

- a) for operating expenses not being earned;
- b) in the number of working days, because of the "accident"; or
- c) for any other scheduled or unscheduled shutdowns during the "restoration period".

The ADV applies to the net income and operating expenses of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected "covered locations". The number indicated on the "declarations" will be multiplied by the ADV as determined above. The result will be used as the applicable deductible.

- 3) **Time Deductible** -- If a time deductible is shown in the "declarations" for the coverage provided by this endorsement, "we" are not liable for any loss occurring during the specified number of hours or days immediately following the "accident". If a time deductible is expressed in days, each day means 24 consecutive hours.

- 4) **Percentage of Loss Deductibles** -- If a deductible is expressed as a percentage of loss, "we" are not liable for the indicated percentage of the gross amount of loss, damage, or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.
2. The following provisions are added with respect to the coverage provided by this endorsement.
- a. **Loss Settlement** -- The most "we" pay for loss, damage, or expense under the "terms" of this endorsement arising from any "one accident" is the Equipment Breakdown "limit" shown on the "declarations" for the coverage provided by this endorsement.
- Coverage provided under this endorsement does not provide an additional amount of insurance.
- b. **Overlapping Coverage** -- Coverage provided by this endorsement supersedes and replaces item 3., Electrical Breakdown, under Other Coverages in the Agribusiness Property and Income Coverage Part.
2. **Suspension** -- When any "covered equipment" is discovered to be in or exposed to a dangerous situation or condition, any representative of "ours" may immediately suspend the insurance coverage against loss from an "accident" to that equipment. "We" can do this by mailing or delivering a written notice of suspension to "your" address as shown on the "declarations", or at the address where the "covered equipment" is located.
- Once so suspended, "your" insurance can be reinstated only by an endorsement for that "covered equipment". If "your" insurance is so suspended, "you" will get a pro rata premium refund. But the suspension is effective even if "we" have not yet offered or made a refund.
3. **Environmental, Safety, and Efficiency Improvements** -- If "covered equipment" requires replacement due to an "accident", "we" pay "your" additional cost to replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.
- However, "we" do not pay more than 125% of what the cost would have been to repair or replace with like kind and quality.
- This condition does not increase any of the applicable "limits". This condition does not apply to any property to which Actual Cash Value applies.

OTHER EQUIPMENT BREAKDOWN CONDITIONS

1. **Jurisdictional Inspections** -- If any property that is "covered equipment" under the Equipment Breakdown coverage requires inspection to comply with state or municipal boiler and pressure vessel regulations, "we" agree to perform such inspection on "your" behalf. "We" do not warrant that conditions are safe or healthful.

AG 0130 03 05

EQUIPMENT BREAKDOWN DECLARATIONS

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

COVERAGES	LIMIT	COINSURANCE
EQUIPMENT BREAKDOWN	\$ _____	
PROPERTY COVERAGE	\$ _____	_____ %
Additional Coverages		
Expediting Expense	\$ _____	
Pollutants	\$ _____	
Spoilage Coverage	\$ _____	_____ %
<i>Spoilage Coverage is excess over any Spoilage Coverage provided elsewhere in the policy:</i>		
	yes _____	no _____
Supplemental Coverage		
Ordinance or Law -- Increased Cost	\$ _____	
INCOME COVERAGE	\$ _____	_____ %
Earnings, Rents, and Extra Expense	_____	
Earnings and Extra Expense	_____	
Rents and Extra Expense	_____	
Extra Expense Only	_____	
Supplemental Income Coverage		
Dependent Locations	\$ _____	
Utility Service Interruption	\$ _____	
Does not apply to: [insert utility name]		
<hr/>		
Period of Loss Extension	_____	days
<i>(Make an entry to revise definition)</i>		
Definition of restoration period modified to include increase in time due to enforcement of ordinance, law, or decree _____		

DEDUCTIBLES

PROPERTY COVERAGE \$ _____

INCOME COVERAGE \$ _____ (\$, Hours, Average Daily
Value, or Combined.)

SPOILAGE COVERAGE \$ _____ or ____% of loss, \$ _____ minimum

(Show any deductible for specific equipment or coverage under Other
Conditions below.)

OTHER CONDITIONS

FUNCTIONAL REPLACEMENT COST

The "terms" of this endorsement apply to property for which entries have been made on the "declarations" to show Functional Replacement Cost, the amount of the "functional replacement cost", and a "limit".

All other "terms" of this policy apply.

DEFINITIONS

The following definition is added:

"Functional replacement cost" means the cost to replace covered property with comparable property intended to perform the same function when replacement with identical property is not possible or is not necessary.

VALUATION

The following provision is added:

Functional Replacement Cost -- The value of the covered property will be based on the "functional replacement cost". If "you" do not make a claim under the "terms" of this endorsement, valuation of the covered property will be based on its actual cash value at the time of the loss.

The value of the following types of property will be based on actual cash value at the time of the loss, even when the building or structure to which such property is attached is subject to "functional replacement cost" valuation:

1. outdoor fixtures;
2. floor coverings, and appliances for refrigerating, cooking, dishwashing, and laundering; and
3. awnings or canopies.

ADDITIONAL COVERAGE -- DEMOLITION AND REMOVAL

If the amount of loss caused by a covered peril to property covered on a "functional replacement cost" valuation basis is equal to or greater than the "functional replacement cost" amount shown on the "declarations", "you" may apply:

1. up to 25% of the "limit" that applies to the covered property; or
2. the Demolition and Removal Coverage "limit" shown on the "declarations" for the applicable property,

to cover the cost to demolish and clear the site of undamaged parts of the covered property, if such action is needed in order to replace that property.

"We" will not pay more than the actual and necessary amount "you" spend to demolish undamaged property and clear the site. This coverage is part of and not in addition to the applicable "limit" for covered property.

SUPPLEMENTAL COVERAGES

When the "terms" of the Supplemental Coverage for Ordinance or Law -- Increased Costs under the Agribusiness Property and Income Coverage Part apply, they are amended as follows with respect to property that is covered on a "functional replacement cost" valuation basis:

1. The Supplemental Coverage for Ordinance or Law -- Increased Costs does not apply to property that is covered on a "functional replacement cost" valuation basis.
2. The Additional Coverage provided by this endorsement for Demolition and Removal applies whether or not the loss is equal to or greater than the "functional replacement cost" amount shown on the "declarations".

The Additional Coverage provided for Demolition and Removal will apply as required by the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril causes loss to covered property.

HOW MUCH WE PAY

The following provisions are added:

1. If the "limit" for the covered property is less than the "functional replacement cost" amount shown on the "declarations", "we" only pay a part of the loss. "Our" part of the loss is determined by using the following steps:
 - a. divide the "limit" by the "functional replacement cost";
 - b. multiply the total amount of loss, after the application of any deductible, by the figure determined in 1.a. above; and
 - c. subtract the deductible from the figure determined in 1.b. above.

The most "we" will pay is the amount determined in 1.c. above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

2. "We" do not pay on a "functional replacement cost" valuation basis for any loss:
 - a. until the property involved in the loss is actually repaired or replaced; and

- b. unless the repair or replacement of the covered property is carried out as soon as reasonably possible after the loss to the property.
3. Subject to all the "terms" of How Much We Pay, "we" will not pay more for loss to property covered on a "functional replacement cost" valuation basis than the least of the following:
 - a. the amount determined under Valuation;
 - b. the cost to replace, at the same location, the property involved in the loss with other property used for the same purpose;
 - c. the amount "you" actually spend that is necessary to repair or replace the property involved in the loss; or
 - d. the applicable "limit" for the covered property.
4. "You" can obtain other insurance coverage for property that is covered on a "functional replacement cost" valuation basis. However, coverage under the Agribusiness Property and Income Coverage Part:
 - a. will be the primary coverage; and
 - b. will not contribute with any insurance coverage, except for coverage that is subject to similar "functional replacement cost" provisions.

HAY, STRAW, AND FODDER COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, How Much We Pay, Loss Payment, and Other Conditions.

PROPERTY COVERED

"We" cover hay, straw, and fodder described on the "declarations".

PROPERTY NOT COVERED

Unless an entry on the "declarations" indicates otherwise, the coverage provided by this endorsement does not apply to the property listed below.

1. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
2. **Cubed Hay** -- "We" do not cover cubed hay.
3. **Property Not Described** -- "We" do not cover property which is not specifically described on the "declarations".

PERILS COVERED

"We" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:

1. **Fire**
2. **Lightning**
3. **Windstorm or Hail**
4. **Vehicles** -- This means only direct physical contact of a vehicle, including animals pulling vehicles, with covered property or with a building or structure containing covered property.

This peril includes loss caused by objects thrown up by a vehicle.

5. **Vandalism** -- This means willful or malicious damage to or destruction of covered property.
6. **Theft** -- This means "theft" as defined under the Agribusiness Property and Income Coverage Part. However, "we" do not pay for loss:
 - a) that is discovered upon taking inventory;
 - b) caused by or resulting from "theft" by wrongful conversion or embezzlement;
 - c) due to mysterious disappearance;
 - d) due to acceptance of counterfeit money, or fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation; or

- e) due to unauthorized instructions to transfer covered property to any person or place.

PERILS EXCLUDED

- 1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

- c. **Earth Movement or Volcanic Eruption** -- "We" do not pay for loss caused by any earth movement (other than "sinkhole collapse"), whether by natural, accidental, or artificial means, or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to: earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.

- d. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

- e. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from a "covered location". Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

"We" do cover the direct loss caused by a covered peril which occurs at a "covered location" as a result of any power interruption.

- 2. "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. of Perils Excluded.

"We" will pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

VALUATION

The value of hay, straw, and fodder that "you" own will be based on actual cash value at the time of loss.

The value of hay, straw, and fodder owned by others, but for which "you" are liable, will be based on actual cash value at the time of loss; however, "we" will not pay more than the amount for which "you" are liable.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the provisions under How Much We Pay in the Agribusiness Property and Income Coverage Part that address Loss Settlement Terms and Coinsurance, Property Covered Other than Builders' Risk are replaced by the provisions that follow:

1. **Loss Settlement Terms, Hay, Straw, and Fodder** -- Subject to the "limits" for Each Stack and Each Building described below and subject to all the "terms" of How Much We Pay, the most "we" pay for loss to covered hay, straw, and fodder in any one occurrence is the Hay, Straw, and Fodder Per Location "limit" shown on the "declarations".
 - a. **In Any One Stack, Rick, Pile, or Pit** -- The Each Stack Limit shown on the "declarations" is the most "we" will pay per occurrence for loss to hay, straw, and fodder in any one stack, rick, pile, or pit.
 - b. **In Any One Building** -- The Each Building Limit shown on the "declarations" is the most "we" will pay per occurrence for loss to hay, straw, and fodder in any one building or structure.

2. **Coinsurance, Hay** -- These "terms" apply separately to each Hay, Straw, or Fodder Per Location Limit for which Coinsurance is shown on the "declarations".

"We" only pay a part of the loss if the Per Location Limit is less than the value of covered hay, straw, and fodder at the time of loss multiplied by the corresponding coinsurance percentage shown on the "declarations".

"Our" part of the loss is determined using the following steps:

- a. Multiply the value of hay, straw, and fodder at the time of loss by the coinsurance percentage.
- b. Divide the Per Location Limit by the figure determined in 2.a. above.
- c. Multiply the total amount of loss by the figure determined in 2.b. above.
- d. Subtract the deductible from the figure determined in 2.c. above.

The most "we" will pay is the amount determined in 2.d. above or the applicable "limit", whichever is less. "We" will not pay any remaining part of the loss.

OTHER CONDITIONS

The following additional condition applies to the coverage provided by this endorsement:

Clear Space -- "You" must maintain a continuous clear space of at least 100 feet between each separate stack, rick, pile, or pit of hay, straw, and fodder or between each building or structure containing hay, straw, and fodder.

LIVESTOCK COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, How Much We Pay, Loss Payment, and Other Conditions.

PROPERTY COVERED

"We" cover the livestock described on the "declarations".

PROPERTY NOT COVERED

Unless an entry on the "declarations" indicates otherwise, the coverage provided by this endorsement does not apply to the property listed below.

1. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
2. **Waterborne Livestock** -- "We" do not cover livestock while waterborne, except while in or on ferries or other transfer boats running in connection with rail or other land routes.
3. **Carrier for Hire** -- "We" do not cover livestock of others which "you" are transporting as a carrier for hire.
4. **Livestock Not Described** -- "We" do not cover livestock which is not specifically described on the "declarations".

5. **Other Property** -- "We" do not cover real property or personal property other than livestock.

SUPPLEMENTAL OFF-PREMISES POWER INTERRUPTION COVERAGE

The Supplemental Coverage described below applies only when an entry on the "declarations" shows that Off-Premises Power Interruption applies.

Off-Premises Power Interruption -- "We" will pay for loss resulting from the interruption of electrical power to buildings or structures housing livestock. The interruption must result from direct physical loss to the off-premises source of power and must be caused by a peril that is covered under the "terms" of this endorsement.

PERILS COVERED

1. **Basic Perils** -- When an entry on the "declarations" shows Basic Perils, "we" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:
 - a. **Fire**
 - b. **Lightning**
 - c. **Explosion** -- However, "we" do not pay for loss caused by or resulting from sonic boom.
 - d. **Windstorm or Hail** -- However, "we" do not pay for loss caused by or resulting from:
 - 1) frost or cold weather;
 - 2) ice (other than hail), snow, or sleet, whether driven by wind or not;

- 3) livestock running into streams, ponds, or ditches or against fences or other objects;
- 4) smothering or fright, whether directly or indirectly; or
- 5) freezing or smothering in blizzards or snowstorms.

- e. **Aircraft or Vehicles** -- This means only direct physical contact of an aircraft, including spacecraft and self-propelled missiles, or a vehicle, including animals pulling vehicles, with covered livestock or with a building or structure containing covered livestock.

This peril includes loss caused by objects falling from an aircraft and objects thrown up by an aircraft or a vehicle.

- f. **Smoke** -- This means sudden and accidental damage by smoke. However, "we" do not pay for any loss or damage caused by or resulting from:

- 1) agricultural smudging; or
- 2) industrial operations.

- g. **Riot or Civil Commotion** -- This includes:

- 1) acts of striking employees while occupying a "covered location"; and
- 2) looting and pilferage occurring at the time and place of riot or civil commotion.

- h. **Collision** -- This means the collision, upset, or overturn of a land vehicle in which covered livestock is being transported.

- i. **Sinkhole Collapse** -- This means "sinkhole collapse" as defined under the Agribusiness Property and Income Coverage Part.

- j. **Collapse of a Bridge or Culvert**

- k. **Stranding, Sinking, Burning, or Colliding of Ferries or Other Transfer Boats** -- This means the stranding, sinking, burning, or colliding of ferries and other transfer boats running in connection with rail or other land routes, including collision with other vessels.

This includes:

- 1) "your" share of the loss when property is thrown overboard to ensure the safety of a vessel carrying "your" livestock when that vessel is endangered by a peril insured against under the "terms" of this endorsement; and
- 2) "your" share of costs incurred to save property endangered by a peril insured against under the "terms" of this endorsement.

- l. **Theft or Attempted Theft** -- This means "theft" as defined under the Agribusiness Property and Income Coverage Part or attempted "theft". However, "we" do not pay for loss:

- 1) that is discovered upon taking inventory;
- 2) caused by or resulting from "theft" by wrongful conversion or embezzlement;
- 3) due to escape or mysterious disappearance;
- 4) due to acceptance of counterfeit money or fraudulent post office or express money orders or checks or promissory notes not paid upon presentation; or
- 5) due to unauthorized instructions to transfer covered livestock to any person or place.

- m. **Flood** -- This means the overflow of a stream or other body of water.

- n. **Volcanic Action** -- This means "volcanic action" as defined under the Agribusiness Property and Income Coverage Part.

2. **Broad Perils** -- When an entry on the "declarations" shows Broad Perils, "we" insure against direct physical loss to covered property caused by all of the Basic Perils, as described above, and the following perils, unless the loss is excluded under Perils Excluded.

- a. **Vandalism** -- This means willful or malicious damage to or destruction of covered property.
- b. **Accidental Shooting**
- c. **Drowning From External Cause**
- d. **Electrocution**
- e. **Attack by a Dog or Wild Animal**
- f. **Collapse of a Building or Other Structure**

3. **Optional Peril, Earthquake or Volcanic Eruption** -- When an entry on the "declarations" shows that the optional peril of Earthquake or Volcanic Eruption applies under the "terms" of this endorsement, "we" insure against direct physical loss to covered property caused by earthquake or volcanic eruption, unless the loss is excluded under Perils Excluded.

Volcanic eruption means the eruption, explosion, or effusion of a volcano.

All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.

PERILS EXCLUDED

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

- c. **Earth Movement or Volcanic Eruption** -- Unless an entry on the "declarations" shows that the Optional Peril of Earthquake or Volcanic Eruption applies, "we" do not pay for loss caused by any earth movement (other than "sinkhole collapse") whether by natural, accidental, or artificial means, or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.

- 1) If an entry on the "declarations" shows that the Optional Peril of Earthquake or Volcanic Eruption applies, "we" do not pay for:
 - a) loss caused by earthquake or the eruption, explosion, or effusion of a volcano that begins before the inception date of this coverage;
 - b) loss caused by blasting (other than volcanic explosion), landslide, mine subsidence, mudflow, or mudslide even if caused by earthquake or volcanic eruption; or
 - c) loss caused directly or indirectly by flood, tidal wave, or tsunami even if such flood, tidal wave, or tsunami is attributable to an earthquake or volcanic eruption.
- 2) However, with respect to item 1.c.1)a) above, "we" will pay for loss caused by earthquake or volcanic eruption that occurs on or after the inception of the coverage provided by this endorsement, if:
 - a) the series of earthquake shocks or volcanic eruptions began within 72 hours prior to the inception of the coverage provided by this endorsement; and
 - b) the coverage provided by this endorsement is a renewal of earthquake coverage for livestock that did not include coverage for loss caused by earthquake or volcanic eruption beyond the expiration date of the policy.

- d. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

- e. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from a "covered location". Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

"We" do cover the direct loss caused by a covered peril which occurs at a "covered location" as a result of any power interruption.

This exclusion does not apply to the Supplemental Off-Premises Power Interruption Coverage, if provided.

2. "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. of Perils Excluded.

"We" will pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

VALUATION

The value of livestock that "you" own will be based on actual cash value at the time of loss.

The value of livestock owned by others, but for which "you" are liable, will be based on actual cash value at the time of loss; however, "we" will not pay more than the amount for which "you" are liable.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the provisions under How Much We Pay in the Agribusiness Property and Income Coverage Part that address Loss Settlement Terms; Coinsurance, Property Covered Other than Builders' Risk; and Value Reporting are replaced by the provisions that follow:

1. **Loss Settlement Terms, Livestock --**

Subject to all the "terms" of How Much We Pay:

- a. **Each Animal** -- The Each Animal Limit shown on the "declarations" is the most "we" will pay for loss to any one animal.
- b. **All Animals** -- The All Animals Limit shown on the "declarations" is the most "we" will pay for loss in any one occurrence.

Each Animal Limits and All Animal Limits may be shown on the "declarations" for each class and type of covered livestock.

2. **Coinsurance, Livestock** -- These "terms" apply separately to each type or item of covered property for which Coinsurance is shown on the "declarations".

"We" only pay a part of the loss if the applicable "limit" is less than the value of the covered property at the time of loss multiplied by the corresponding coinsurance percentage shown on the "declarations".

"Our" part of the loss is determined using the following steps:

- a. Multiply the value of livestock at the time of loss by the coinsurance percentage.
- b. Divide the "limit" by the figure determined in 2.a. above.
- c. Multiply the total amount of loss by the figure determined in 2.b. above.

- d. Subtract the deductible from the figure determined in 2.c. above.

The most "we" will pay is the amount determined in 2.d. above or the appropriate "limit", whichever is less. "We" will not pay any remaining part of the loss.

3. **Value Reporting, Livestock** -- When an entry on the "declarations" shows a Value Reporting condition described below, those conditions apply for the reporting of livestock covered by this endorsement.

Required reports must be filed with "us" within 30 days following the last calendar day of each month and at policy expiration. The date for which values are reported and the date when reports are due may be amended by written agreement between "you" and "us". When amended the date for which values are reported and the due date of the report will be shown on the "declarations".

The report must fully describe, by kind, type, and location, all livestock which are the subject of the report.

If the full value of covered livestock exceeds any applicable "limit", the premium will be computed based on the values reported. In the event of loss, "we" will not pay more than the applicable "limit".

a. **Full Reporting** -- If "your" last report before any loss shows less than the full value of covered livestock, "we" will not pay the full amount of the loss. The amount "we" will pay is determined using the following steps:

- 1) Set forth the values "you" reported.
- 2) Divide the values set forth in 3.a.1) above by the actual values as of the last day of the month (or any amended date shown on the "declarations") for which the report was made.
- 3) Multiply the amount of loss by the figure determined in 3.a.2) above.

- 4) Subtract the deductible from the figure determined in 3.a.3) above.

The most "we" will pay is the amount determined in 3.a.4) above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

This procedure applies separately for each "covered location" and by class and type of livestock for which values are reported.

- b. **Failure to Submit Reports** -- If, at the time of loss, "you" have failed to submit:
- 1) the first required report, "we" will not pay more than 90% of the amount of loss "we" would otherwise have paid; or
 - 2) any required report after the first report, "we" will not pay more for loss than the values "you" last reported for any "covered location" or class or type of livestock involved in the loss.
- c. **Premiums** -- The premium for this coverage at inception is an advance premium. "We" will determine the final premium after the end of each policy year (or any earlier expiration of the policy or its cancellation by "us"), based on the average values "you" reported.

Based on the difference between the advance premium and the final premium for each policy year, "we" will:

- 1) charge additional premium; or
- 2) return excess premium.

If the adjustment period is other than stated above, the period of time for which premium adjustment will be made will be shown on the "declarations".

OTHER CONDITIONS

The following additional condition applies to the coverage provided by this endorsement:

Death of Livestock -- Loss to covered livestock means death resulting from a peril covered under the "terms" of this endorsement or loss by "theft" or attempted "theft".

AG 0140 01 01

Copyright, American Association of Insurance Services, 2000

MORTGAGED AND STOLEN GRAIN COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, How Much We Pay, Loss Payment, and Other Conditions.

DEFINITIONS

The following additional definitions apply to the coverage provided by this endorsement:

1. "Grain" includes other agricultural merchandise usual to "your" business when specifically described on the "declarations" with respect to the coverage provided by this endorsement.
2. "Mortgaged grain" means "grain" which is subject to a mortgage or lien and to which, unbeknownst to "you", the seller did not have a clear title.
3. "Stolen grain" means "grain" which, unbeknownst to "you", was taken by "theft" from its rightful owner.

COVERAGE

"We" will pay the direct monetary loss "you" sustain as a result of "your" purchase of "grain" described on the "declarations" that is determined to be "mortgaged grain" or "stolen grain".

EXCLUSIONS

1. "We" will not pay for loss if "you" knew that the "grain" was stolen or that the seller did not have a clear title to the "grain".
2. "We" will not pay for loss due to delay, loss of use, loss of market, or any other consequential loss.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the provisions under How Much We Pay in the Agribusiness Property and Income Coverage Part that address Loss Settlement Terms, Deductible, and Value Reporting are replaced by the provisions that follow:

1. **Loss Settlement Terms, Mortgaged and Stolen Grain** -- Subject to the Each Transaction Limit and the Annual Aggregate Limit described below and subject to all the "terms" of How Much We Pay, "we" pay the least of the following:
 - a. the actual direct monetary loss sustained by "you";
 - b. the market value of the "grain" at the time of "your" purchase; or
 - c. the "limit" available to "you" at the time of loss.

The Each Transaction Limit is the most "we" will pay for all loss resulting from "your" purchase of "grain" from any one seller, regardless of the number of claims made or the number of persons making claims.

The Annual Aggregate Limit is the most "we" will pay for the sum of all loss covered under the "terms" of this endorsement and sustained by "you" in each separate 12-month period of this policy.

2. **Deductible, Mortgaged or Stolen Grain --**
"We" will deduct the least of the following amounts from the amount of all losses resulting from "your" purchase of "grain" from any one seller:
- a. 25% of the amount of the loss; or
 - b. \$2,000.
3. **Value Reporting, Mortgaged or Stolen Grain --** Within 30 days after the end of each policy year or any earlier expiration or cancellation of the policy to which this endorsement is attached, "you" must report to "us" in writing, the total cost of "your" purchases of "grain" during the period of coverage.

The premium for this coverage at inception is an advance premium. "We" will determine the final premium after the end of each policy year (or any earlier expiration of the policy or its cancellation by "us"), based on the total cost "you" reported.

Based on the difference between the advance premium and the final premium for each policy year, "we" will:

- a. charge additional premium; or
- b. return excess premium.

"You" must pay at least the amount of any minimum premium shown on the "declarations".

OPTIONAL EXCLUSIONS

The "terms" of this endorsement apply to property for which an entry has been made on the "declarations" to show that one or more optional exclusions apply.

DEFINITIONS

1. When an entry on the "declarations" shows Sprinkler Leakage Excluded, the definition of "specified perils" is amended to delete reference to leakage from fire extinguishing equipment.
2. When an entry on the "declarations" shows Vandalism Excluded, the definition of "specified perils" is amended to delete reference to vandalism.
3. When an entry on the "declarations" shows Water Damage Excluded, the definition of "specified perils" is amended to delete reference to water damage.
4. When an entry on the "declarations" shows Windstorm or Hail Excluded, the definition of "specified perils" is amended to delete reference to hail and to windstorm.

COVERAGE EXTENSIONS

When an entry on the "declarations" shows Theft Excluded, item 1., Fraud or Deceit, under Coverage Extensions is deleted.

PERILS EXCLUDED

1. When an entry on the "declarations" shows Collapse Excluded, item 2.b., Collapse, under Perils Excluded is deleted and replaced by the following:

Collapse -- "We" do not pay for loss caused by collapse of a building or structure or any part of a building or structure.

2. When an entry on the "declarations" shows Consequential Water Loss Excluded, the following is added under Perils Excluded, item 2.:

Consequential Water Loss -- "We" do not pay for loss caused by water or moisture which occurs as a consequence of a covered peril.

However, this exclusion does not apply to damage resulting from:

- a. water used in fighting a fire; or
- b. water or another substance that leaks or is discharged from an automatic fire protection system.

3. When an entry on the "declarations" shows Sprinkler Leakage Excluded, the following is added under Perils Excluded, item 2.:

Sprinkler Leakage -- "We" do not pay for loss caused by the leakage or discharge of any substance from an automatic fire protection system or damage due to collapse of a tank that is part of the system.

4. When an entry on the "declarations" shows Theft Excluded, item 2.t., Theft, under Perils Excluded is deleted and replaced by the following:

Theft -- "We" do not pay for loss caused by "theft". However, this exclusion does not apply to:

- a. looting at the time and place of a riot or civil commotion; or
- b. damage caused by thieves.

5. When an entry on the "declarations" shows Vandalism Excluded, the following is added under Perils Excluded, item 2.:

Vandalism -- "We" do not pay for loss caused by vandalism, meaning the willful or malicious damage to or destruction of property.

6. When an entry on the "declarations" shows Water Damage Excluded, the following is added under Perils Excluded, item 2.:

Water Damage -- "We" do not pay for loss caused by water damage, meaning the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

7. When an entry on the "declarations" shows Windstorm or Hail Excluded, item 2.x. under Perils Excluded is deleted and replaced by the following:

Windstorm or Hail -- "We" do not pay for loss caused by any occurrence of windstorm or hail.

OTHER COVERAGES

1. When an entry on the "declarations" shows Collapse Excluded, item 1., Collapse, under Other Coverages is deleted.
2. When an entry on the "declarations" shows Theft Excluded, item 6., Theft Damage -- Non-Owned Property, under Other Coverages is deleted.

AG 0148 01 01

Copyright, American Association of Insurance Services, 2000

POULTRY COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, How Much We Pay, Loss Payment, and Other Conditions.

DEFINITIONS

The following additional definitions apply to the coverage provided by this endorsement:

1. "Bird" means an individual domestic fowl of the kind and type described on the "declarations". "Birds" mean the number of such fowls.
2. "Flock" means a group of "birds" having a common "hatch date" and housed in the same building or structure.
3. "Hatch" means a group of "birds" having a common "hatch date".
4. "Hatch date" means a period of 24 consecutive hours during which "birds" were hatched.
5. "Purchase date" means the date that "you" acquired ownership of the "birds".
6. "Supplies" means feed, grain, grit, medicine, vaccines, sanitation products, litter, and fuel.

PROPERTY COVERED

"We" cover the poultry described on the "declarations" while at a "covered location".

When an entry on the "declarations" shows Supplies and a "limit", the coverage provided by this endorsement also applies to "supplies", but only with respect to "supplies" that are incidental to and directly used in raising or servicing covered poultry.

PROPERTY NOT COVERED

1. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
 2. **Diseased Poultry** -- "We" do not cover sick or diseased "birds", unless such sickness or disease is a direct result of a covered peril and death results, as described under the Other Conditions section of this endorsement.
 3. **Property Not Described** -- "We" do not cover poultry not specifically described on the "declarations" or any other real or personal property not described on the "declarations".
-

SUPPLEMENTAL POULTRY COVERAGES

Each Supplemental Coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

1. **Eggs** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover eggs which are packed and crated awaiting shipment to market.

When an entry is made on the "declarations" for Eggs and Packing Material Coverage, egg packing material is also covered.

2. **Transit-to-Market Damage** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover the reduction in actual cash value of covered poultry which results from damage or injury caused by collision, upset, or overturn of a transporting vehicle, but only while being transported to a sales market.
3. **Housing Damage -- Consequential Loss** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" will pay for the reduction in value of covered poultry which results from damage to the building in which such poultry is raised or serviced. The damage to the building must be caused by a peril that is covered under the "terms" of this endorsement.

In the event of loss under this coverage, "you" must:

- a. make every reasonable effort to provide housing for the poultry involved, including the repair of damaged property and relocation of poultry to temporary housing; and
- b. if necessary to minimize loss, make every reasonable effort to sell the poultry involved at the highest available price.

"We" will not pay more than the actual cash value of the poultry at the time of loss. If a percentage is shown on the "declarations" with respect to this coverage, "we" will not pay a greater amount of any loss than the percentage shown.

The coverage provided by this endorsement does not apply to the cost of repairing or rebuilding the building or structure involved.

4. **Off-Premises Power Interruption** -- When an entry on the declarations for described poultry shows that Off-Premises Power Interruption coverage applies, "we" will pay for loss resulting from the interruption of electrical power to buildings or structures housing poultry. The interruption must result from direct physical loss to the off-premises source of power and must be caused by a peril that is covered under the "terms" of this endorsement.

If a specific deductible is shown on the "declarations" with respect to this coverage, that deductible will apply.

PERILS COVERED

1. **Basic Perils** -- When an entry on the "declarations" shows Basic Perils, "we" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:
 - a. **Fire**
 - b. **Lightning**
 - c. **Explosion** -- However, "we" do not pay for loss caused by or resulting from sonic boom.

- d. **Windstorm or Hail** -- However, "we" do not pay for loss caused by or resulting from:

- 1) frost or cold weather; or
- 2) rain, snow, sand, or dust, whether driven by wind or not, that damage property "we" cover within a building, unless the building sustains damage to its roof or walls through which the rain, snow, sand, or dust enters.

- e. **Aircraft or Vehicles** -- This means only direct physical contact of an aircraft, including spacecraft and self-propelled missiles, or a vehicle, including animals pulling vehicles, with covered property or with a building or structure containing covered property.

This peril includes loss caused by objects falling from an aircraft and objects thrown up by an aircraft or a vehicle.

- f. **Smoke** -- This means sudden and accidental damage by smoke. However, "we" do not pay for any loss or damage caused by or resulting from:

- 1) agricultural smudging; or
- 2) industrial operations.

- g. **Riot or Civil Commotion** -- This includes:

- 1) acts of striking employees while occupying a "covered location"; and
- 2) looting and pilferage occurring at the time and place of riot or civil commotion.

- h. **Collision** -- This means the collision, upset, or overturn of a land vehicle in which covered property is being transported. However, this peril does not apply to the Supplemental Poultry Coverage, when provided, for Eggs or Eggs and Packing Materials.

- i. **Sinkhole Collapse** -- This means "sinkhole collapse" as defined under the Agribusiness Property and Income Coverage Part.

- j. **Volcanic Action** -- This means "volcanic action" as defined under the Agribusiness Property and Income Coverage Part.

2. **Optional Perils** -- "We" insure against direct physical loss to covered property caused by each of the following perils for which an entry has been made on the "declarations", unless the loss is excluded under Perils Excluded:

- a. **Vandalism** -- This means willful or malicious damage to or destruction of covered property. However, "we" do not pay for:

- 1) the "theft" of any property; or
- 2) any loss of or damage to property caused by or resulting from a change in temperature or humidity.

- b. **Earthquake or Volcanic Eruption** -- Volcanic eruption means the eruption, explosion, or effusion of a volcano.

All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.

- c. **Flood** -- This means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not.

- d. **Limited Collapse** -- This means collapse caused by the weight of ice, sleet, or snow.

3. **Broad Perils** -- When an entry on the "declarations" shows Broad Perils, "we" insure against direct physical loss to covered property caused by all of the Basic Perils and all the Optional Perils, as described above, unless the loss is excluded under Perils Excluded.

PERILS EXCLUDED

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Ordinance or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any ordinance, law, or decree regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure, including the cost of removing its debris.

- b. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- c. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

d. **Earth Movement or Volcanic Eruption**

-- Unless an entry on the "declarations" shows that the Broad Perils apply or that coverage for the optional peril of Earthquake or Volcanic Eruption applies, "we" do not pay for loss caused by any earth movement (other than "sinkhole collapse"), whether by natural, accidental, or artificial means, or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.

- 1) If an entry on the "declarations" shows that Broad Perils apply or that coverage for the peril of Earthquake or Volcanic Eruption applies, "we" do not pay for:

- a) loss caused by earthquake or the eruption, explosion, or effusion of a volcano that begins before the inception date of this coverage.
- b) loss caused by blasting (other than volcanic explosion), landslide, mine subsidence, mudflow, or mudslide even if caused by earthquake or volcanic eruption; or
- c) loss caused directly or indirectly by flood, tidal wave, or tsunami even if such flood, tidal wave, or tsunami is attributable to an earthquake or volcanic eruption, unless the optional peril of flood applies.

- 2) However, with respect to item d.1)a) above, "we" will pay for loss caused by earthquake or volcanic eruption that occurs on or after the inception of the coverage provided by this endorsement, if:
- a) the series of earthquake shocks or volcanic eruptions began within 72 hours prior to the inception of the coverage provided by this endorsement; and
 - b) the coverage provided by this endorsement is a renewal of earthquake coverage for poultry that did not include coverage for loss caused by earthquake or volcanic eruption beyond the expiration date of the policy.
- e. **War** -- "We" do not pay for loss caused by war. This means:
- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - 2) a warlike act by a military force or by military personnel;
 - 3) the destruction, seizure, or use of the property for a military purpose; or
 - 4) the discharge of a nuclear weapon even if it is accidental.
- f. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from a "covered location". Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.
- "We" do cover the direct loss caused by a covered peril which occurs at a "covered location" as a result of any power interruption.
- This exclusion does not apply to the Supplemental Poultry Coverage, if provided, for Off-Premises Power Interruption.
- g. **Water** -- Unless an entry on the "declarations" shows that Broad Perils apply or that coverage for the optional peril of Flood applies, "we" do not pay for loss caused by water. This means:
- 1) flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not;
 - 2) water that backs up through a sewer or drain; and
 - 3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.
- If fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.
2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.
- a. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning. If a fire results, "we" cover only the loss caused by fire.
- "We" do cover the direct loss by a covered peril which occurs at a "covered location" as a result of any power interruption or interruption of other utility services.
- b. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. "We" do cover any resulting loss caused by a covered peril.
- c. **Consequential Loss** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, loss of market, or any other consequential loss.

This exclusion does not apply to the Supplemental Poultry Coverage, if provided, for Housing Damage -- Consequential Loss.

d. **Defects, Errors, and Omissions** -- "We" do not pay for loss which results from one or more of the following:

1) an act, error, or omission (negligent or not) relating to:

- a) land use;
- b) the design, specification, construction, workmanship, installation, or maintenance of property;
- c) planning, zoning, development, siting, surveying, grading, or compaction; or
- d) maintenance of property (including land, structures, or improvements);

whether on or off a "covered location";

- 2) a defect, weakness, inadequacy, fault, or unsoundness in materials used in construction or repair, whether on or off a "covered location";
- 3) the cost to make good an error in design; or
- 4) a data processing error or omission in programming or giving of improper instructions.

"We" do cover any resulting loss unless the resulting loss itself is excluded.

e. **Weather** -- "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. of Perils Excluded.

"We" will pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

WHAT MUST BE DONE IN CASE OF LOSS

With respect to the coverage provided by this endorsement, the following provision applies in addition to those set forth by the Agribusiness Property and Income Coverage Part under What Must Be Done In Case Of Loss:

Duties in the Event of Loss -- "You" must report any loss to "us" within 24 hours of the occurrence of the peril that caused the loss.

If the loss involves more than 100 "birds", "you" must retain all dead "birds" for a period of at least 72 hours for "our" inspection. This requirement does not apply if such retention would violate any law, ordinance, or governmental health regulation.

If "we" do not inspect the retained "birds" within this 72-hour period, "you" must have the "birds" counted in the presence of two impartial parties. A statement of that count, signed by the witnesses, must be promptly filed with "us".

VALUATION

1. **Poultry** -- The value of covered poultry will be based on actual cash value at the time of loss, not to exceed:

a. the maximum value set forth on the "declarations"; or

b. the current market value,

whichever is less.

When an entry on the "declarations" shows that reporting conditions apply, a formula for determining actual cash value may be set forth in the "declarations".

2. **Supplies** -- The value of covered "supplies" will be based on actual cash value at the time of loss.

3. **Property of Others** -- If "we" cover property of others, "we" will not pay more than the amount for which "you" are liable, and not more than the value of the property at the time of loss, as determined under the Valuation "terms" set forth above for poultry and "supplies".

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the provisions under How Much We Pay in the Agribusiness Property and Income Coverage Part that address Loss Settlement Terms; Coinsurance, Property Covered Other than Builders' Risk; and Value Reporting are replaced by the provisions that follow:

1. **Loss Settlement Terms, Poultry** --

- a. "We" pay the least of the following, subject to all the "terms" of How Much We Pay:
 - 1) the amount determined under Valuation;
 - 2) the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - 3) the "limit" that applies to covered property.
- b. With respect to poultry, "limit" is the actual cash value of the "bird" or "birds", as set forth under the Valuation "terms" of this endorsement. However, "we" will not pay more than the "limit", if any, shown on the "declarations" for:
 - 1) each building or structure housing poultry; and
 - 2) each "covered location".

2. **Coinsurance, Poultry** -- These coinsurance "terms" apply whether or not coverage for poultry is subject to the Value Reporting "terms".

If, at the time of inception of coverage for poultry involved in a loss, "you" owned a greater number of "birds" per "hatch" than the number of "birds" per "hatch" reported to "us", "we" will not pay the full amount of the loss.

"We" will determine the amount of loss using the procedure set forth below. This procedure will apply separately for each "hatch" involved in the loss.

- a. Set forth the number of "birds" covered under this endorsement. This will be the number of "birds" reported to "us" at the inception of coverage for a "hatch".
- b. Determine the number of "birds" in the "hatch" owned by "you" at the inception of coverage.
- c. Divide the number set forth in 2.a. above by the number determined in 2.b. above.
- d. Multiply the amount of loss by the figure determined in 2.c. above.
- e. Subtract the deductible from the figure determined in 2.d. above.

The most "we" will pay is the amount determined in 2.e. above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

3. **Value Reporting, Poultry** -- When an entry on the "declarations" shows a Value Reporting condition described below, those conditions apply for the reporting of poultry covered by this endorsement.

Required reports must be filed with "us" within 15 days following the last calendar day of each month and at policy expiration. The date for which values are reported and the date when reports are due may be amended by written agreement between "you" and "us". When amended, the date for which values are reported and the due date of the report will be shown on the "declarations".

The report must fully describe, by kind, type, and location, all "birds" which are the subject of the report.

If "you" discover that a report was not accurate, "you" must notify "us" immediately and file an amended report.

- a. **Monthly Hatch Reporting** -- "You" must file with "us" a report of all "birds" that "you" have acquired during the month for which the report is made.

"Birds" acquired during each month are insured from the date "you" acquired possession of the "birds".

This coverage ends on the date the report for that month is due. On that date, "birds" reported will be specifically insured, according to the "terms" of this endorsement.

"Birds" not reported are not covered.

"You" must remit the premium due for all "birds" reported to "us" within 40 days after "your" submission of the report.

- b. **Monthly Report of Birds** -- "You" must file with "us" a report of all "birds" "you" have as of the last business day of each month. "Birds" must be reported separately by age, kind and type, and by location.

The Valuation Table on the "declarations" will be used to determine the actual cash value of the "birds" at the time of loss and for premium determination.

If, at the time of loss, a report which is due has not been filed, only "birds" shown on the last previously filed report are covered, and the determination of actual cash value will be based on the age, kind, and type of "birds" shown in that previous report.

"You" must remit the premium to "us", based on the rates shown on the "declarations", within 40 days after "your" submission of the report.

- c. **Monthly Report of Poultry Values** -- "You" must file with us a report of the full value of all poultry "you" have as of the last business day of each month.

This report will include the number of "birds" in each "hatch" and the value of each "hatch".

If, at the time of loss, a report which is due has not been filed, only "birds" in "hatches" included in the last previously filed report are covered, and "we" will not pay more for the loss than the amount of the values reported in "your" last report.

"We" will determine the premium earned at each anniversary date, or upon termination of this policy, based on the average values reported. If the term Monthly Adjustment is shown on the "declarations", "we" will determine the premium earned at the end of each month.

OTHER CONDITIONS

The following additional condition applies to the coverage provided by this endorsement:

Poultry, Death or Necessary Destruction --

Loss to covered poultry means death resulting from a peril covered under the "terms" of this endorsement. Death must take place within 48 hours of the occurrence.

Death includes destruction made necessary because of damage or injury caused by a peril covered under the "terms" of this endorsement and recommended or directed by an official health officer, attending veterinarian, or "our" authorized representative. Such destruction must take place within 48 hours of the occurrence, unless a later time is authorized by "our" representative.

PRO RATA LIMIT

HOW MUCH WE PAY

The following provision is added under How Much We Pay.

Pro Rata Limit -- These "terms" apply separately to each type or item of covered property for which Pro Rata Limit is shown on the "declarations".

At the time of loss, the Pro Rata "limit" applicable to property in or on any one building, structure, or "covered location" is determined using the following steps:

- a. Divide the value of covered property in or on the building, structure, or "covered location" where the loss occurred by the value of all property included in the description of covered property that is subject to the Pro Rata Limit.
- b. Multiply the "limit" for the covered property by the figure determined in item a. above.

The amount determined in item b. above is the Pro Rata Limit applicable to the property in or on any one building, structure, or "covered location" at the time of loss.

PROPERTY IN TRANSIT CONDEMNATION OR SEIZURE COVERAGE

SUPPLEMENTAL COVERAGES

Property In Transit under the Supplemental Coverages of the Agribusiness Property and Income Coverage Part is extended to cover:

Condemnation or Seizure -- "We" cover loss to grain or beans, while in transit, resulting from condemnation or seizure by federal, state, or public authorities having jurisdiction over such property.

This coverage applies only if the condemnation or seizure is due to insect infestation, animal or bird excrement or filth, or chemical contamination resulting from treatment of the property for such conditions or for rodent or insect extermination.

This coverage does not apply to seed grain or seed beans.

"We" will not pay more than 75% of the loss. This coverage applies as part of and not in addition to the "limit" for Property in Transit.

PERILS EXCLUDED

Civil Authority, under Perils Excluded, does not apply to the extent that Condemnation or Seizure coverage is provided by this endorsement.

PROTECTIVE DEVICES AND SERVICES

The "terms" of this endorsement apply only to covered property for which an entry on the "declarations" shows Fire Protective Device or Theft Protective Device.

PERILS EXCLUDED

1. The following exclusion is added to item 2. under Perils Excluded with respect to covered property for which an entry on the "declarations" show Fire Protective Device:

Fire, Lapse of Protective Device -- "We" do not pay for loss caused by fire if, prior to the fire, "you":

- a. had knowledge of any suspension of or impairment in the protective devices or services described on the "declarations" and did not notify "us"; or
- b. failed to maintain, in complete working order, the fire protective devices or services described on the "declarations" and controlled by "you".

2. The following exclusion is added to item 2. under Perils Excluded with respect to covered property for which an entry on the "declarations" show Theft Protective Device:

Theft, Lapse of Protective Device -- "We" do not pay for loss caused by "theft" if, prior to the "theft", "you":

- a. had knowledge of any suspension of or impairment in the protective devices or services described on the "declarations" and did not notify "us"; or
- b. failed to maintain, in complete working order, the "theft" protective devices or services described on the "declarations" and controlled by "you".

OTHER CONDITIONS

The following provision is added under Other Conditions:

Protective Devices and Services -- "You" are required to maintain the protective devices and services described on the "declarations" in complete working order.

AG 0164 01 01

Copyright, American Association of Insurance Services, 2000

REBUILDING COVERAGE EXCESS INSURANCE AMENDMENT

The "terms" of this endorsement apply to property for which entries have been made on the "declarations" to show Rebuilding Coverage and a "limit".

All other "terms" of this policy apply.

REBUILDING COVERAGE

"We" cover direct physical loss to covered property caused by a covered peril, but only for the amount of loss in excess of the amount due from other insurance, whether "you" can collect on the other insurance or not.

1. The most "we" will pay is the lesser of:
 - a. the actual cash value of the property, as of the date that repair or replacement is completed, less the amount due from other insurance; or

- b. the "limit" for the covered property.

2. The coverage provided by this policy applies only when the damaged property has been repaired or rebuilt:
 - a. within 18 months of the date of direct physical loss to the property; and
 - b. on the same site for the same general use.
-

HOW MUCH WE PAY

1. Item 5., Loss Settlement Terms, under How Much We Pay does not apply.
 2. Item 7., Insurance Under More Than One Policy, under How Much We Pay does not apply.
-

AG 0168 01 01

Copyright, American Association of Insurance Services, 2000

SCHEDULED EARTHQUAKE COVERAGE

The "terms" of this endorsement apply to property described on the Earthquake Schedule at locations described on the Earthquake Schedule.

All other "terms" of this policy apply.

PROPERTY NOT COVERED

Item 10., Foundations, does not apply with respect to the Scheduled Earthquake Coverage provided by this endorsement.

PERILS COVERED

Scheduled Earthquake Coverage -- "We"
cover direct physical loss caused by:

1. earthquake; and
2. volcanic eruption, meaning the eruption, explosion, or effusion of a volcano.

All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.

PERILS EXCLUDED

1. Item 1.b., Earth Movement or Volcanic Eruption, under Perils Excluded, is deleted and replaced by the following:
 - b. **Earth Movement or Volcanic Eruption**
 - 1) "We" do not pay for:
 - a) loss caused by earthquake or the eruption, explosion, or effusion of a volcano that begins before the inception date of this coverage;
 - b) loss caused by blasting (other than volcanic explosion), landslide, mine subsidence, mudflow, or mudslide even if caused by earthquake or volcanic eruption; or
 - c) loss caused directly or indirectly by flood, tidal wave, or tsunami even if such flood, tidal wave, or tsunami is attributable to an earthquake or volcanic eruption.
 - 2) However, with respect to item 1.b.1)a) above, "we" will pay for loss caused by earthquake or volcanic eruption that occurs on or after the inception of the coverage provided by this endorsement, if:
 - a) the series of earthquake shocks or volcanic eruptions began within 72 hours prior to the inception of the coverage provided by this endorsement; and

- b) the coverage provided by this endorsement is a renewal of earthquake coverage that did not include coverage for loss caused by earthquake or volcanic eruption beyond the expiration date of the policy.
2. Item 2.b., Collapse, under Perils Excluded does not apply with respect to the Scheduled Earthquake Coverage provided by this endorsement.

If the latest report of values shows less than the full value of the property, the deductible will be determined by applying the Earthquake Schedule deductible percentage to the full value of the property.

If no report of values has been filed with us at the time of the loss, the earthquake deductible will be determined by applying the deductible percentage to the "limit" shown on the Earthquake Schedule.

HOW MUCH WE PAY

The following are added to How Much We Pay with respect to the coverage provided by this endorsement:

1. **Earthquake Deductible, Property Coverages** -- "We" pay only that part of "your" loss over the deductible shown on the Earthquake Schedule in any one occurrence. The deductible may be shown as either an amount or a percentage.

This deductible applies separately to each item of property for which a "limit" is shown on the Earthquake Schedule.

This deductible replaces any other deductible for the perils of earthquake and volcanic eruption.

When shown as a percentage, the deductible is that percentage of:

- a. the "limit" shown on the Earthquake Schedule for property that is not subject to value reporting "terms"; and
- b. the full value, using the latest report of values filed with "us", for property that is subject to value reporting "terms".

2. **Earthquake Deductible, Income Coverage** -- Unless otherwise shown on the Earthquake Schedule "we" do not pay for "your" loss of earnings, when applicable, that is sustained during the first 168 hours following the direct physical loss of or damage to any building over four stories in height.

3. **Limits That Apply To Scheduled Earthquake Coverage** --The "limit" shown for each item of property described on the Earthquake Schedule is the most "we" will pay per occurrence for loss to that item under the "terms" of this endorsement.

If fire, explosion, or "volcanic action" occur as a result of earthquake or volcanic eruption covered by this endorsement, the most "we" will pay for the total of all loss caused by earthquake or volcanic eruption and fire, explosion, or "volcanic action" is the "limit" that applies to loss caused by fire, explosion, or "volcanic action". "We" will not pay the sum of the "limit" shown on the Earthquake Schedule and the "limit" that applies to loss caused by fire, explosion, or "volcanic action".

4. **Excess Insurance And Other Insurance** -- "You" may purchase insurance in excess of the applicable "limit" shown on the Earthquake Schedule. Such excess insurance will not be considered in applying Insurance Under More Than One Policy, nor will it be considered in the application of any pro rata or apportionment provision.

**ADDITIONAL PROPERTY NOT
COVERED OR SUBJECT TO
LIMITATIONS**

Masonry Veneer -- "We" do not pay for loss caused by earthquake or volcanic eruption to exterior masonry veneer, other than stucco, on wood frame walls. The value of masonry veneer will not be included in the value of covered property or the amount of loss when applying:

1. the deductible that applies to this endorsement; or
2. any applicable coinsurance provision.

However, "we" will cover masonry veneer when described as included on the Earthquake Schedule or when it is less than 10% of the exterior wall area.

AG 0172 01 01

Copyright, American Association of Insurance Services, 2000

EARTHQUAKE SCHEDULE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

OCCURRENCE SCHEDULE

Covered Location	Covered Property	Masonry Veneer	Earthquake Deductible*	Limit
---------------------	------------------	-------------------	---------------------------	-------

* Show Earthquake Deductible for covered property as either an amount or a percentage. Also make an entry to revise the Earthquake Deductible for Income Coverage, if applicable.

SCHEDULED FLOOD COVERAGE

The "terms" of this endorsement apply to property described on the Flood Schedule at locations described on the Flood Schedule.

All other "terms" of this policy apply.

DEFINITIONS

The following definition is added with respect to the coverage provided by this endorsement:

"Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not.

ADDITIONAL COVERAGES

Under Additional Coverages, the Debris Removal provision is amended to include the following with respect to the coverage provided by this endorsement:

Debris Removal, Scheduled Flood

Coverage -- "We" pay the cost to remove the "debris" of covered property and other "debris" that is deposited on a "covered location" as a result of "flood". "We" also pay the cost to remove the "debris" of covered property that has floated or been swept away from a "covered location" as a result of "flood".

This coverage does not include costs to:

- a. remove mud or earth deposits from a "covered location";
- b. extract "pollutants" from land or water; or
- c. remove, restore, or replace polluted land or water.

This coverage applies as part of and not in addition to the sum of the applicable "limits" for each item of property described on the Flood Schedule for each "covered location".

PERILS COVERED

Scheduled Flood Coverage -- "We" cover direct physical loss caused by "flood".

However, "we" do not pay for "flood" loss or damage that begins before or within 72 hours after the inception date of the coverage provided by this endorsement.

If "you" request an increase in the "limit" for the coverage provided by this endorsement, that increase will not apply to loss or damage that begins before or within 72 hours after "your" request was made.

"Flood" involving the overflow of a body of water begins when the water first overflows its banks.

PERILS EXCLUDED

1. Item 1.g., Water, under Perils Excluded, is deleted and replaced by the following:
 - g. **Water** -- "We" do not pay for loss caused by water. This means:
 - 1) water that backs up through a sewer or drain; and
 - 2) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

If fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.

2. The following is added under item 2. of Perils Excluded:

Land Destabilization -- "We" do not pay for loss or damage caused by or that results from destabilization of land due to the accumulation of water in subsurface land areas.

If the latest report of values shows less than the full value of the property, the deductible will be determined by applying the Flood Schedule deductible percentage to the full value of the property.

If no report of values has been filed with us at the time of the loss, the flood deductible will be determined by applying the deductible percentage to the "limit" shown on the Flood Schedule.

HOW MUCH WE PAY

The following are added to How Much We Pay with respect to the coverage provided by this endorsement:

1. **Flood Deductible** -- "We" pay only that part of "your" loss over the deductible shown on the Flood Schedule in any one occurrence. The deductible may be shown as either an amount or a percentage.

This deductible replaces any other deductible for Scheduled Flood Coverage.

When shown as a percentage, the deductible is that percentage of:

- a. the "limit" shown on the Flood Schedule for property that is not subject to value reporting "terms"; and
- b. the full value, using the latest report of values filed with "us", for property that is subject to value reporting "terms".

2. **Limits That Apply To Scheduled Flood Coverage** -- The "limit" shown for each item of property described on the Flood Schedule is the most "we" will pay per occurrence for loss to that item under the "terms" of this endorsement.

If fire, explosion, or sprinkler leakage occurs as a result of "flood", the most "we" will pay for the total of all loss caused by "flood" and fire, explosion, or sprinkler leakage is the "limit" that applies to loss caused by fire, explosion, or sprinkler leakage. "We" will not pay the sum of the "limit" shown on the Flood Schedule and the "limit" that applies to loss caused by fire, explosion, or sprinkler leakage.

3. **Excess Insurance And Other Insurance** -- "You" may purchase insurance in excess of the applicable "limit" shown on the Flood Schedule. "You" may also use insurance under this endorsement as excess insurance over another policy. Such excess or other insurance will not be considered in applying Insurance Under More Than One Policy, nor will it be considered in the application of any pro rata or apportionment provision.

FLOOD SCHEDULE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

OCCURRENCE SCHEDULE

Covered Location	Covered Property	Flood Deductible*	Limit
---------------------	------------------	----------------------	-------

* Show Flood Deductible for covered property as either an amount or a percentage.

WAIVER OF DEDUCTIBLE -- COMMODITIES

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

The "terms" of this endorsement apply only to those items for which an entry on
the "declarations" shows Waiver of Deductible.

HOW MUCH WE PAY

The Deductible provision under How Much We Pay is amended to include the
following:

Whenever the Commodity Credit Corporation, United States Department of
Agriculture, or various state regulatory bodies require full coverage on
commodities held for the account of others under a written storage agreement,
"we" will pay the amount of the commodities loss in full.

(Named Insured)

agrees to reimburse us for all or any part of the deductible amount shown on the
"declarations" for the covered property which "we" are required to pay as a first
dollar claim as set forth above.

Signed and Accepted: _____
Named Insured, Title, Date

Attached to and made part of Policy No. _____ of the

(Company)

Date _____ Secretary _____

Agent

WAREHOUSE OPERATORS LEGAL LIABILITY COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, Loss Payment, and Other Conditions.

ADDITIONAL DEFINITIONS

The following additional definitions apply to the coverage provided by this endorsement:

1. "Suit" means a judicial proceeding that has been set up to determine liability and damages for loss to covered property. Judicial proceedings also includes arbitration proceedings to which "you" may be required to submit.
2. "Warehouse receipt" means the receipt issued by "you" to "your" customer acknowledging that property is being stored at "your" warehouse which includes:
 - a. a description of the property;
 - b. the weight or number of units being stored; and
 - c. the limited liability assumed by "you".

COVERAGE

"We" cover "your" legal liability for loss to covered property while under "your" care, custody, and control. Loss is limited to sums which "you" become legally obligated to pay as a warehouse operator under a "warehouse receipt" issued by "you".

Defense Costs -- "We" have the right and duty to defend any "suit" brought against "you" because of loss to covered property. "We" may investigate and settle a claim or "suit". "We" do not have to provide a defense after "we" have paid the "limit" as a result of a judgment or written settlement.

"You" must not admit liability for a loss, settle a claim, or incur expense without "our" written consent. "You" must not interfere with "our" negotiation for a settlement.

PROPERTY COVERED

"We" cover direct physical loss caused by a covered peril to property of others described in "your" "warehouse receipt" while stored at a "covered location".

PROPERTY NOT COVERED

1. **Accounts** -- "We" do not cover accounts, bills, deeds, or evidence of debt.
2. **Aircraft or Watercraft** -- "We" do not cover aircraft or watercraft.

3. **Art** -- "We" do not cover objects of art including paintings and statuary.
 4. **Assumed Liability** -- "We" do not cover property for which "you" have assumed liability beyond the liability imposed on "you" by law.
 5. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
 6. **Jewelry, Stones, Metals, and Furs** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys, or furs or garments trimmed with fur.
 7. **Live Animals** -- "We" do not cover live animals.
 8. **Money and Securities** -- "We" do not cover money, securities, currency, coins, bank notes, money orders, travelers checks, or bullion.
 9. **Owned Property** -- "We" do not cover property that belongs to "you."
 10. **Property In Transit** -- "We" do not cover property in transit. This includes property that is held as storage-in-transit under a bill of lading.
 11. **Property In Storage Space** -- "We" do not cover property for which "you" are acting as a lessor of storage space.
 12. **Property Not Listed Under a Warehouse Receipt** -- "We" do not cover property for which no warehouse receipt has been issued.
- b. actual loss of "your" salary for "your" time spent away from work at "our" request;
 - c. expenses that "you" incur at "our" request;
 - d. interest that accrues after entry of a judgment, until "we" tender, deposit in court, or pay "our" part of the judgment; and
 - e. the cost of an appeal bond or a bond for the release of attachments. "We" are not required to furnish the bond.
- No deductible applies.
- Additional expenses under this provision are in addition to the "limits" for a "covered location" shown on the Warehouse Operators Schedule.
2. **Debris Removal** -- "We" pay the cost to remove the debris of property covered under the "terms" of this endorsement following loss that is caused by a covered peril. This coverage does not include costs to:
 - a. extract "pollutants" from land or water; or
 - b. remove, restore, or replace polluted land or water.
- "We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- However, "we" pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

ADDITIONAL COVERAGES

1. **Defense Expenses** -- "We" will pay the following additional expenses associated with any loss to covered property or any "suit" that "we" defend:
 - a. expenses which "we" incur while investigating and defending the "suit";

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

3. **Emergency Removal** -- "We" pay for any direct physical loss to property covered under the "terms" of this endorsement while it is moved or being moved to prevent a loss caused by a covered peril. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which this policy expires. This does not increase the "limit" that applies to the covered property.

4. **Earned Warehouse Charges** -- "We" pay earned warehouse charges that are due "you" which become uncollectible because of a direct loss to covered property caused by a covered peril.

The most "we" will pay for uncollectible earned warehouse charges is the "limit" shown on the Warehouse Operators Schedule for earned warehouse charges. If no "limit" is shown, the most "we" pay for earned warehouse charges is \$5,000.

This coverage applies in addition to the "limits" for a "covered location" shown on the Warehouse Operators Schedule.

PERILS COVERED

"We" cover risks of direct physical loss to covered property unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

c. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration, including bin burn, corrosion, decay, fungus, mildew, mold, rot, rust; change in grade or condition; organic heating of grain, seed, or other agricultural product; or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

"We" do cover any resulting loss caused by a "specified peril" or breakage of building glass.

- b. **Criminal, Fraudulent, Dishonest, or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
- 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of b.1) through b.4) above, whether or not they are at work.
- This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for "theft" by employees.
- c. **Leakage of Refrigerant** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature caused by leakage of liquid or gas refrigerant.
- d. **Loss of Use and Cancellation of Lease** -- "We" do not pay for loss caused by or resulting from loss of use; business interruption; delay; loss of market; or cancellation, suspension, or lapse of any lease, contract, or order.
- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" will pay for any resulting loss caused by a "specified peril".
- g. **Processing, Work, and Packaging** -- "We" do not pay for loss caused by processing of or work upon the covered property including packaging or repackaging.
- h. **Spoilage, Animals, and Fumigation** -- "We" do not pay for loss caused by or resulting from spoilage; insects, rodents, and other animals; bacteria; or fumigation.
- i. **Temperature/Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature, unless caused by:
- 1) breakdown or malfunction of refrigeration equipment;
 - 2) error in maintaining the temperature of the cold storage area; or
 - 3) incorrect usage of the refrigeration equipment.
- j. **Voluntary Parting/Unauthorized Transfer** -- "We" do not pay for loss caused by or resulting from:
- 1) voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense; or
 - 2) transfer of property to a person or to a place away from a "covered location" on the basis of unauthorized instructions.
- k. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear.

WHAT MUST BE DONE IN CASE OF LOSS

The following provision applies in addition to those set forth by the Agribusiness Property and Income Coverage Part under What Must Be Done In Case of Loss:

Warehouse Receipt -- "You" must provide "us" with "your" copy of the "warehouse receipt" that "you" issued for the property that was involved in the loss.

VALUATION

Actual Cash Value -- The value of covered property is based on the actual cash value at the time of loss.

HOW MUCH WE PAY

1. **Legal Liability** -- "We" do not pay for the amount of a loss that is in excess of the legal liability imposed on "you" as a warehouse operator and for which "you" have contractually assumed liability.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount shown on the Warehouse Operators Schedule in any one occurrence.

"We" may pay all or a portion of the deductible amount to settle a loss or "suit". If "we" do pay all or a portion of the deductible amount, "you" must promptly reimburse "us" for the amount that "we" paid.

3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, "we" pay the least of the following:

- a. the amount determined under Valuation;
- b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- c. the "limit" that applies to the covered property.

The amount "we" pay will not exceed the amount of "your" liability that is stated in the "warehouse receipt".

In no event will "we" pay more than the catastrophe "limit" shown on the Warehouse Operators Schedule regardless if a loss involves one or more warehouse locations or any combination of cold storage or dry storage "limits".

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

5. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering the loss on the same basis.

If there is another policy covering the same loss, other than that described above, "we" will pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" will not pay more than the applicable "limit".

WAREHOUSE OPERATORS SCHEDULE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

SCHEDULED LIMITS

Covered Location No.	Warehouse Description
_____	_____
_____	_____
_____	_____

Covered Location No.	Dry	Limit	Cold
_____	\$ _____		\$ _____
_____	\$ _____		\$ _____
_____	\$ _____		\$ _____
_____	\$ _____		\$ _____

Earned Warehouse Charges

\$ _____ Limit

Catastrophe Limit

\$ _____ any one catastrophe

DEDUCTIBLE

Deductible Amount \$ _____

WINDSTORM OR HAIL DEDUCTIBLE

The "terms" of this endorsement apply to property for which entries have been made on the "declarations" to show Windstorm or Hail Deductible and a deductible amount or deductible percentage.

All other "terms" of this policy apply.

HOW MUCH WE PAY

The deductible provision under How Much We Pay is replaced by the following when loss to covered property is caused by or results from windstorm or hail:

Windstorm or Hail Deductible -- "We" will not pay for loss caused directly or indirectly by windstorm or hail until the amount of loss exceeds the windstorm or hail deductible amount shown on the "declarations", regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

"We" will then, after the application of any coinsurance, value reporting, or premium adjustment "terms" that may apply, pay the amount of loss in excess of the windstorm or hail deductible, up to the applicable "limit".

- a. **Percentage Deductible** -- When a windstorm or hail percentage deductible is shown on the "declarations", the deductible amount will be based on the deductible percentage of the "limit", after the application of any coinsurance, value reporting, or premium adjustment "terms" that may apply.

The windstorm or hail percentage deductible amount applies separately to the following:

- 1) each building or structure, if two or more buildings or structures are covered;
- 2) the building or structure, personal property contained in the building or structure, and stock contained in the building or structure, if the building or structure, the personal property, and the stock are covered property;

- 3) personal property contained in each building or structure, if the personal property contained in two or more buildings or structures is covered;
- 4) stock contained in each building or structure, if the stock contained in two or more buildings or structures is covered;
- 5) personal property in the open, if personal property in the open is covered;
- 6) stock in the open, if stock in the open is covered; and
- 7) each "limit" shown on the "declarations" for "mobile equipment", "computers", and items covered as Specifically Scheduled Property.

- b. **Percentage Deductible, Blanket or Per-Location Limit** -- When a windstorm or hail percentage deductible applies to property that is subject to a blanket "limit" or a per-location "limit", the deductible amount will be determined using the deductible percentage of the values shown on the latest report of values on file with "us".
- c. **Percentage Deductible, Builders' Risk Property** -- When a windstorm or hail percentage deductible applies to property covered under the Builders' Risk "terms", the deductible amount will be determined using the deductible percentage of the actual cash value of the property at the time of loss.
- d. **Percentage Deductible, Value Reporting** -- When a windstorm or hail percentage deductible applies to property that is subject to Value Reporting "terms", the deductible amount will be determined using the deductible percentage of the values shown on the latest report of values on file with "us".

However, if loss occurs before the initial report of values has been filed with "us", the deductible amount will be determined using the deductible percentage of the applicable "limit" shown on the "declarations".

LIMITED FUNGUS AND RELATED PERILS COVERAGE

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

However, "we" do pay for loss that is caused by a "specified peril" that results from "fungus or related perils".

DEFINITIONS

The following definition is added.

"Fungus or related perils" means:

- a. a fungus, including but not limited to mildew and mold;
- b. a protist, including but not limited to algae and slime mold;
- c. wet rot;
- d. dry rot;
- e. a bacterium; or
- f. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

PERILS EXCLUDED

1. The following exclusion is added under item 1. of Perils Excluded in form AG 0100.

Fungus or Related Perils --

- a. "We" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus or related perils", except as set forth under Limited Fungus and Related Perils Coverage.

- b. This exclusion does not apply to:

- 1) loss or damage that results from fire or lightning;
- 2) collapse caused by hidden decay, to the extent that such loss or damage is covered under the "terms" of this policy; or
- 3) stock; "computers"; "mobile equipment"; Computer Disturbance under Other Coverages; or the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representatives Samples; Sewer Backup and Water Below the Surface; Spoilage; Surface Water Run-Off; or Valuable Papers and Records -- Cost of Research.

2. Contamination or Deterioration under item 2. of Perils Excluded in form AG 0100 is deleted and replaced by the following, except with respect to stock; "computers"; "mobile equipment"; Computer Disturbance under Other Coverages; or the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representatives Samples; Sewer Backup and Water Below the Surface; Spoilage; Surface Water Run-Off; and Valuable Papers and Records -- Cost of Research.

Contamination or Deterioration -- "We" do not pay for loss caused by contamination or deterioration, corrosion, rust; change in grade or condition; or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

However, "we" do cover any resulting loss caused by a "specified peril" or breakage of building glass.

3. Seepage under item 2. of Perils Excluded in form AG 0100 is deleted and replaced by the following.

Seepage -- "We" do not pay for loss caused by continuous or repeated seepage or leakage of water or steam or the presence of moisture, humidity, or vapor that occurs over a period of 14 days or more.

SUPPLEMENTAL COVERAGES

The following provision is added under the Supplemental Coverage, if provided, for Ordinance or Law -- Increased Costs.

Restrictions - Fungus or Related Perils -- "We" do not pay for:

- 1) loss or increased cost caused by the enforcement of any ordinance, law, or decree that regulates or requires the repair, replacement, remodeling, rehabilitation, or razing of property due to the existence of or any activity of "fungus or related perils"; or
- 2) costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".

OTHER COVERAGES

The following provision is added under the Other Coverage, if provided, for Ordinance or Law -- Undamaged Parts of a Building.

Restrictions - Fungus or Related Perils -- "We" do not pay for:

- 1) loss or increased cost caused by the enforcement of any ordinance, law, or decree that regulates or requires the repair, replacement, remodeling, rehabilitation, or razing of property due to the existence of or any activity of "fungus or related perils"; or
- 2) costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".

LIMITED FUNGUS AND RELATED PERILS COVERAGE

1. Subject to the Limited Fungus and Related Perils Coverage Blanket Limit or Per-Location Limit, whichever is applicable, "we" pay for direct physical loss to covered property caused by or consisting of "fungus or related perils" when the "fungus or related perils" is the direct result of a "specified peril" or "flood" (if the Flood Endorsement applies to the affected location) that occurs during the policy period.

This coverage applies only if all reasonable steps were taken to protect the property at and after the time of the occurrence.

2. **Blanket Limit** -- If an entry on the "declarations" shows that the "limit" for this coverage applies on a blanket basis, the Limited Fungus and Related Perils Coverage Blanket Limit is the most "we" pay for all losses at all "covered locations", regardless of the number of claims made and regardless of the number of locations or buildings insured under this policy.

The Limited Fungus and Related Perils Coverage Blanket Limit is the most that "we" pay even if "fungus or related perils" that are the direct result of a specific occurrence recur or continue to exist during this or any future policy period.

The Limited Fungus and Related Perils Coverage Blanket Limit also applies to any cost or expense to:

- a. clean up, contain, treat, detoxify, or neutralize "fungus or related perils" on covered property or remove "fungus or related perils" from covered property;
- b. remove and replace those parts of covered property if doing so is necessary to gain access to "fungus or related perils"; and
- c. test for the existence or level of "fungus or related perils" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus or related perils" are present.

The Limited Fungus and Related Perils Coverage Blanket Limit is the most that "we" pay for each consecutive annual period and for any remaining period of less than 12 months, beginning with the inception date of this policy as shown on the "declarations". If however, the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding annual period for the purpose of determining the "limit".

This coverage does not increase the "limits" shown for any property or expense covered.

3. **Per-Location Limits** -- If entries on the "declarations" show that this coverage applies on a per-location basis, the Limited Fungus and Related Perils Coverage Per-Location Limit is the most "we" pay for all losses at the corresponding location described on the "declarations", regardless of the number of claims made for loss at the described location.

The Limited Fungus and Related Perils Coverage Per-Location Limit is the most that "we" pay for loss at the described location even if "fungus or related perils" that are the direct result of a specific occurrence recur or continue to exist during this or any future policy period.

The Limited Fungus and Related Perils Coverage Per-Location Limit also applies to any cost or expense to:

- a. clean up, contain, treat, detoxify, or neutralize "fungus or related perils" on covered property or remove "fungus or related perils" from covered property;
- b. remove and replace those parts of covered property if doing so is necessary to gain access to "fungus or related perils"; and
- c. test for the existence or level of "fungus or related perils" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus or related perils" are present.

The Limited Fungus and Related Perils Coverage Per-Location Limit is the most that "we" pay for loss at the described location for each consecutive annual period and for any remaining period of less than 12 months, beginning with the inception date of this policy as shown on the "declarations". If however, the policy period is extended for an additional period of less than 12 months, this

additional period will be considered part of the preceding annual period for the purpose of determining the "limit".

This coverage does not increase the "limits" shown for any property or expense covered.

4. **Exceptions** -- The limitations set forth by this coverage do not apply to:

- a. "fungus or related perils" that result from fire or lightning;
- b. the Additional Coverage provided for Emergency Removal;
- c. collapse caused by hidden decay, to the extent that such loss is covered under the "terms" of this policy; or
- d. stock; "computers"; "mobile equipment"; Computer Disturbance under Other Coverages; or the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representatives Samples; Sewer Backup and Water Below the Surface; Spoilage; Surface Water Run-Off; or Valuable Papers and Records -- Cost of Research.

5. **Application of Coverage** -- The "terms" of this coverage do not apply to loss or damage to covered property that is not caused, in total or in part, by "fungus or related perils" except to the extent that "fungus or related perils" increase the amount of loss. When "fungus or related perils" increase the amount of loss, that increased amount is subject to the "terms" of this coverage.

6. **Restoration of Limits under Other Conditions** in the AG 0100 is deleted and replaced by the following with respect to Limited Fungus and Related Perils Coverage.

Restoration of Limits -- Except with respect to payments made under Limited Fungus and Related Perils Coverage and the Additional Coverage for Pollutant Clean Up and Removal, any loss "we" pay under this policy does not reduce the "limits" applying to a later loss.

7. **Income Coverage** -- Income Coverage, if provided, is amended by the following provision.

"We" extend "your" coverage for loss of earnings and or extra expense to cover loss caused by the existence of or any activity of "fungus or related perils" when the existence of or any activity of the "fungus or related perils" is the direct result of a covered peril, other than fire or lightning.

This coverage does not increase the applicable "limit".

Time Limitation -- Unless otherwise shown by an entry on the "declarations", this extension of coverage is provided for a cumulative period of time not exceeding 30 days. If a different number of days is shown on the "declarations" with respect to Limited Fungus and Related Perils Coverage, this coverage is provided for a cumulative period of time not exceeding the number of days shown.

UNDERGROUND PIPES, PILINGS, BRIDGES, AND ROADWAYS

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

PROPERTY NOT COVERED

Underground Pipes, Flues, and Drains under Property Not Covered is deleted and replaced by the following.

Underground Pipes, Pilings, Bridges, and Roadways -- Except to the extent that coverage may be provided by a Supplemental Coverage, "we" do not cover:

- a. pilings, piers, wharves, docks, or retaining walls;
- b. underground pipes, flues, or drains; or
- c. bridges, walkways, roadways, or other paved surfaces.

SUPPLEMENTAL COVERAGES

The following provision is added under Supplemental Coverages.

Underground Pipes, Pilings, Bridges, and Roadways -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss to:

- a. pilings, piers, wharves, docks, and retaining walls;
- b. underground pipes, flues, and drains; and
- c. bridges, walkways, roadways, and other paved surfaces.

AG 0645 03 05

JOINT OR DISPUTED LOSS AGREEMENT

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. **Boiler and Machinery Policy Means** -- Any reference to Boiler and Machinery policy used in this endorsement means a Boiler and Machinery policy or an Equipment Breakdown policy.
2. **Joint Loss Means** -- Joint loss means that there is damage to property that is insured under both this policy and a Boiler and Machinery policy and both "we" and the Boiler and Machinery policy insurer(s) admit to some liability for payment under the respective policies.
3. **Disputed Loss Means** -- Disputed loss means that there is damage to property that is insured under both this policy and a Boiler and Machinery policy and both "we" and the Boiler and Machinery policy insurer(s) agree that there is some liability under one policy or the other, but disagree about which policy is liable for the loss.
4. **Purpose of This Endorsement** -- The "terms" of this endorsement are intended to provide for loss payment when:
 - a. both this policy and a Boiler and Machinery policy are in effect; and
 - b. there is damage to property that is insured under both this policy and the Boiler and Machinery policy; and
 - c. there is disagreement between the insurers with respect to:
 - 1) whether the damage is covered; or
 - 2) the amount of any loss to be paid by each insurer.

5. **When This Endorsement Applies** -- The "terms" of this endorsement apply only if all of the following conditions are met:
 - a. the Boiler and Machinery policy that covers property that is also insured under this policy and under which "you" are the named insured includes a condition that is substantially the same as the Joint or Disputed Loss Agreement "terms" set forth by this endorsement; and
 - b. there is a Joint Loss or a Disputed Loss, as set forth by the "terms" of this endorsement; and
 - c. "you", "we", and the Boiler and Machinery policy insurer(s) agree to the total amount of the loss.
6. **When This Endorsement Does Not Apply** -- The "terms" of this endorsement do not apply if the applicable Boiler and Machinery policy does not include a condition that is substantially the same as the Joint or Disputed Loss Agreement "terms" set forth by this endorsement.
7. **Procedures That Apply In The Event Of Joint Loss or Disputed Loss** -- The following procedures apply when all the conditions set forth under item 5. above are met.
 - a. Upon "your" written request:
 - 1) "we" will pay the entire amount of loss, if any, that "we" have agreed is covered by this policy, and one-half the amount of loss that is in disagreement; and
 - 2) the Boiler and Machinery policy insurer(s) will pay the entire amount of loss, if any, that they have agreed is covered by the Boiler and Machinery policy, and one-half the amount of loss that is in disagreement.

- b. Neither "our" payments nor the payments of the Boiler and Machinery policy insurer(s) alter, waive, or surrender any rights of any insurer with regard to the portion of the loss for which each insurer is liable.
- c. The amount in disagreement to be paid by "us" will not exceed the amount payable under the corresponding provisions of the Boiler and Machinery policy.
- d. The amount to be paid under the Joint or Disputed Loss Agreement "terms" will not exceed the amount "we" would have paid had no Boiler and Machinery policy been in effect at the time of loss. In no event will "we" pay more than the applicable "limit" under this policy.

8. Arbitration

- a. If "we" and the Boiler and Machinery policy insurer(s) make payments as described under item 7. above and "you" accept such payments, "we" and the Boiler and Machinery policy insurer(s) agree to submit to and proceed with arbitration within 90 days of making such payments.
- b. "You" agree to cooperate with any arbitration procedures.
- c. There will be three arbitrators. One of the arbitrators will be appointed by the Boiler and Machinery policy insurer(s); a second will be appointed by "us"; and the third will be appointed by consent of the other two. If the two arbitrators are unable to agree upon the third, either can ask a judge of a court of competent jurisdiction to select the third arbitrator.

The decision by the arbitrators will be binding on the insurers. Judgment upon arbitration award may be entered in any court of competent jurisdiction.

- 9. **Final Settlement Between Insurers** -- The insurer(s) found responsible for the greater percentage of the loss amount in disagreement must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay liquidated damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s).

Liquidated damages mean interest from the date that "you" invoke this agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the money rates column of The Wall Street Journal during the period of the liquidated damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated.

Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

- 10. **Your Rights Against Us** -- "Your" acceptance of sums paid according to the "terms" of this endorsement, including an arbitration award, will not alter "your" rights against "us" or any other insurer.

CL 0345 03 05

PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

(The entries required below may be shown
on a separate schedule or supplemental Declarations.)

LIMIT OF LIABILITY

Coverage P - Personal and Advertising Injury \$ _____/each occurrence

The Commercial Liability Coverage of this policy is amended as follows:

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks in this endorsement.

DEFINITIONS

The following definitions are added:

1. "Personal injury" means injury (other than "bodily injury") arising out of one or more of the following offenses:

- a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or organization's goods, "products", or services; or
 - 3) that violates a person's right of privacy.
- b. false arrest, detention, imprisonment, or malicious prosecution.
- c. wrongful entry into, or eviction of a person from a room, dwelling, or the premises that the person occupies.

It does not include advertising, publishing, broadcasting, or telecasting done by or for "you".

2. "Advertising injury" means injury (other than "bodily injury") arising out of one or more of the following offenses:

- a. oral or written publication of material:

- 1) that slanders or libels a person or organization;
- 2) that disparages a person's or organization's goods, "products", or services; or
- 3) that violates a person's right of privacy.

- b. misappropriation of advertising ideas or style of doing business.

- c. infringement of copyright, title, slogan, trademark, or trade name.

PRINCIPAL COVERAGES

The following is added:

Coverage P - Personal and Advertising Injury Liability

"We" pay all sums which an "insured" becomes legally obligated to pay as damages due to "personal injury" or "advertising injury" to which this insurance applies.

The "personal injury" or "advertising injury" must arise out of the conduct of "your" business during the policy period.

EXCLUSIONS THAT APPLY TO PERSONAL AND ADVERTISING INJURY

1. "We" do not pay for "personal injury" or "advertising injury" for which an "insured" has assumed liability under a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
2. "We" do not pay for "personal injury" or "advertising injury" arising out of willful violation of an ordinance, statute, or regulation by an "insured" or with the "insured's" consent.
3. "We" do not pay for "personal injury" or "advertising injury" arising out of oral or written publication of material:
 - a. if done by or at the direction of an "insured" who knew it was false; or
 - b. whose first publication was prior to the policy period.
4. "We" do not pay for "personal injury" or "advertising injury" arising out of the conduct of any current or past partnership or joint venture that is not shown on the Declarations as an "insured".
5. "We" do not pay for "advertising injury" arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.

6. "We" do not pay for "advertising injury" arising out of the failure of goods, "products", or services to conform with advertised quality or performance.
7. "We" do not pay for "advertising injury" arising from an offense committed by an "insured" whose business is advertising, broadcasting, publishing, or telecasting.
8. "We" do not pay for "personal injury" or "advertising injury" resulting from the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.

HOW MUCH WE PAY

The following is added to paragraph 2:

- c. all damages under Coverage P, Personal and Advertising Injury Liability.

The following provision is added to "How Much We Pay:

The Each Occurrence limit that applies to Coverage P, subject to the General Aggregate, is the most "we" pay due to all "personal injury" and "advertising injury" arising out of an "occurrence".

GL-102 Ed. 2.0

Copyright MCMXCVII
American Association of Insurance Services

This endorsement changes the Commercial Liability Coverages provided by this policy.

-- PLEASE READ THIS CAREFULLY --

GL-108
(Ed. 1-87)

ADDITIONAL INSURED

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Policy Number:

Name -- Person or Organization:

Location of Premises:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the person or organization shown above in their stated capacity according to the marked box below.

FORM OF INTEREST

☐ **Co-Owner of the Insured Premises**

The person or organization shown above, but only with respect to liability as co-owner of the premises shown above.

☐ **Controlling Interest**

The person or organization shown above, but only for liability arising out of:

- a. the financial control they have over **you**; or
- b. premises shown above, but only while **you** lease or occupy those premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

☐ **Mortgagee, Assignee or Receiver**

The person or organization shown above as mortgagee, assignee or receiver, but only for liability arising out of **your** ownership, maintenance or use of the premises shown above.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

ADDITIONAL INSURED - LANDLORD

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Policy Number:

Name -- Person or Organization:

Location of Premises:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the person or organization above, but only for liability arising out of premises shown above, only while **you** lease or occupy those premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

-- PLEASE READ THIS CAREFULLY --

ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS PERMITS)

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

State or Political Subdivision:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include any state or political subdivision shown above, but only with respect to operations performed by **you** or on **your** behalf for which the state or subdivision has issued a permit.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury** if provided by the Commercial Liability Coverage) arising out of operations performed for the state or municipality.
2. **We** do not pay for **bodily injury** or **property damage** included within the **products/completed work hazard**.

ADDITIONAL INSURED

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Additional **Insured** (Name of
Person or Organization):

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the additional **insured** shown above in its stated capacity according to the marked box below.

FORM OF INTEREST

☐ **Grantor of Franchise**

The additional **insured** shown above, but only with respect to its liability as grantor of a franchise to **you**.

☐ **Lessor of Leased Equipment**

The additional **insured** shown above, but only with respect to its liability arising out of the maintenance, operation, or use by **you** of their equipment leased to **you**.

This insurance does not apply to any **occurrence** which takes place after the equipment lease expires.

☐ **Owners, Lessees or Contractors**

The additional **insured** shown above, but only with respect to its liability arising out of **your work** for the additional **insured** shown above.

This insurance does not apply to **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising solely out of the negligence of the additional **insured** shown above.

-- PLEASE READ THIS CAREFULLY --

ADDITIONAL INSURED OWNERS, LESSEES, OR CONTRACTORS

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Additional Insured (Name of
Person or Organization):

Location of Covered Operations:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the additional **insured** shown above, but only with respect to liability arising out of:

1. **your work** for the additional **insured** at the location shown above; or
2. acts or omissions of the additional **insured** in connection with their general supervision of **your work** at the location shown above.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

With respect to the coverage provided in this endorsement, the following exclusions are added:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) occurring after:
 - a. all work on the project (other than service,

maintenance, or repairs) to be performed by or on behalf of the additional **insured** at the site of the covered operations has been completed; or

- b. that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
2. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising out of any act or omission of the additional **insured** or any of its **employees**, other than the general supervision of work **you** performed for the additional **insured**.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

With respect to the coverage provided in this endorsement, the following exclusion is added:

We do not pay for **property damage** to **your work** for the additional **insured**.

BOATS

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Described Watercraft:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of "insured" is amended by the addition of the following:

"Insured" includes any person or organization using or legally responsible for the use of the watercraft designated in the schedule above, that "you" own, provided it is used with "your" permission.

EXCLUSIONS

With respect to the coverage provided by this endorsement, the exclusion relating to "bodily injury" or "property damage" that arises out of the ownership, operation, maintenance, use, supervision, entrusting, occupancy, renting, loaning, or "loading or unloading" of "autos", mobile equipment, "motorized vehicles", watercraft, or aircraft does not apply to the designated watercraft which is owned by, used by, or rented to the "insured".

NON-OWNED AUTO LIABILITY COVERAGE HIRED AUTO LIABILITY COVERAGE

Insurance is provided only with respect to each of the following coverages when an additional premium charge is shown on the "declarations".

The Commercial Liability Coverage is amended as follows:

PRINCIPAL COVERAGES

NON-OWNED AUTO LIABILITY

Coverage L is extended to apply to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" in "your" business by a person other than "you".

HIRED AUTO LIABILITY

Coverage L is extended to apply to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by "you" or "your" "employees" in the course of "your" business.

DEFINITIONS

1. With respect to the coverage provided by this endorsement, the definition of "insured" is deleted and replaced by the following:

a. "Insured" means:

- 1) "you";
- 2) any other person using a "hired auto" with "your" permission;
- 3) with respect to a "non-owned auto", "your" partners, "your" executive officers, or "your" managers (if "you" are a limited liability company), but only while the "non-owned auto" is used in "your" business; and

- 4) any other person or organization, but only with respect to their liability because of acts or omissions of an "insured" under 1.a.1), 1.a.2), and 1.a.3) above.

b. None of the following is an "insured":

- 1) any person engaged in the business of his or her employer for "bodily injury" to any fellow "employee" of such person injured in the course of employment, or consequential injury to a spouse, child, parent, brother, or sister of such fellow "employee", or for an obligation to fully or partially reimburse a third party for "damages" because of the injury;
- 2) any partner, executive officer, or manager (if "you" are a limited liability company), with respect to an "auto" owned by such partner, officer, or manager or a member of his or her household;
- 3) any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" operated by "you"; and
- 4) the owner or lessee (of whom "you" are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee.

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

2. With respect to the coverage provided by this endorsement, the following definitions are added:

- a. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
- b. "Hired auto" means an "auto" "you" lease, hire, or borrow on an occasional or infrequent basis. It does not include an "auto" "you" lease, hire, or borrow from:
 - 1) any of "your" "employees" or members of their households; or
 - 2) any of "your" partners, executive officers, or managers (if "you" are a limited liability company) or members of their households.
- c. "Non-owned auto" means any "auto" "you" do not own, lease, hire, or borrow which is used in connection with "your" business. If "you" are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

EXCLUSIONS

- 1. With respect to the coverage provided by this endorsement, the exclusions relating to "bodily injury" or "property damage" that arises out of "autos", aircraft, watercraft, mobile equipment, or "motorized vehicles" do not apply.
- 2. With respect to the coverage provided by this endorsement, the exclusion relating to rendering or failing to render professional services does not apply.
- 3. With respect to the coverage provided by this endorsement, the exclusion relating to liquor liability does not apply.
- 4. With respect to the coverage provided by this endorsement, the exclusion relating to "bodily injury" to an "employee" is replaced by the following:

"We" do not pay for:

- a. "bodily injury" to an "employee" of the "insured" if it occurs in the course of employment by the "insured"; or
- b. consequential injury to a spouse, child, parent, brother, or sister of such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for "damages" arising out of paragraph 4.a. or 4.b. above.

This exclusion does not apply to:

- a. liability assumed by the "insured" under a contract covered under Incidental Contractual Liability Coverage or Contractual Liability Coverage; or
- b. "bodily injury" arising out of and in the course of domestic employment by the "insured" unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

With respect to the coverage provided by this endorsement, the exclusions in this section are deleted and replaced by the following:

- 1. "We" do not pay for "property damage" to property owned or being transported by, or rented, leased, or loaned to the "insured".
- 2. "We" do not pay for "property damage" to property in the care, custody, or control of the "insured".

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

PREMIUM PAYMENTS

The premium for this policy is payable each year. Each annual premium is based on the rates or premiums which are in effect for **us** at that time. The forms and endorsements will be those which are in effect for **us** at that time.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

PRODUCTS/COMPLETED WORK HAZARD EXPANDED DEFINITION

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Premises:

Description of Operations:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

With respect to **bodily injury** or **property damage** arising out of **products** in connection with the use of any premises described on the schedule, or with the conduct of any operation described on the schedule, the first paragraph of the definition of **products/ completed work hazard** is replaced by:

Products hazard means **bodily injury** or **property damage** arising out of **products** after physical possession of the **products** has been relinquished to others.

This endorsement changes the Commercial
Liability Coverages provided by this policy.

-- PLEASE READ THIS CAREFULLY --

**AMENDMENT -- AGGREGATE LIMITS OF INSURANCE
(PER LOCATION)**

The Commercial Liability Coverage of this policy is amended as follows:

DEFINITIONS

The following definition is added:

Location -- This means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway,

waterway or right-of-way of a railroad.

HOW MUCH WE PAY

The General Aggregate Limit applies separately to each of **your locations** owned by or rented to **you**.

This endorsement changes the Commercial
Liability Coverages provided by this policy.

-- PLEASE READ THIS CAREFULLY --

**AMENDMENT -- AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

The Commercial Liability Coverage of this policy is amended as follows:

HOW MUCH WE PAY

The How Much We Pay section of the Commercial Liability Coverage is amended as follows:

The General Aggregate Limit applies separately to each of **your** projects away from premises owned by or rented to **you**.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- ATHLETIC OR SPORTS PARTICIPANTS

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

**EXCLUSIONS THAT APPLY TO BODILY INJURY,
PROPERTY DAMAGE, PERSONAL INJURY,
AND/OR ADVERTISING INJURY**

We do not pay for **bodily injury** (or **personal injury**, if provided by the Commercial Liability Coverage) to any person while practicing for or participating in any sports or athletic contest or exhibition that **you** sponsor with respect to any operations shown on the Schedule.

The following exclusion is added:

EXCLUSION -- LOGGING AND LUMBERING OPERATIONS

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

The following exclusions are added:

1. **We** do not pay for **property damage** due to fire that arises out of logging and lumbering operations by or for **you**.
2. **We** do not pay for **property damage** to any vehicle while being loaded or unloaded that arises out of logging or lumbering operations by or for **you**.

-- PLEASE READ THIS CAREFULLY --

LIABILITY EXCLUSION
(Applying to all hazards in connection with
Designated Premises, Operations, or Products.)

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Premises:

Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

**EXCLUSIONS THAT APPLY TO BODILY INJURY,
PROPERTY DAMAGE, PERSONAL INJURY, AND/OR
ADVERTISING INJURY**

The following exclusions are added:

We do not pay for **bodily injury** or **property damage**
(or **personal injury** or **advertising injury**, if provided by
the Commercial Liability Coverage):

1. that arises out of ownership, maintenance, or use of
the premises described above or any property
located on those premises;

2. that arises out of operations (on the premises
described above or elsewhere) that are necessary or
incidental to the ownership, maintenance, or use of
those described premises;
3. that arises out of goods or **products** manufactured,
sold, handled, distributed, or disposed of from the
premises described above; or
4. that arises out of operations described above.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- EXPLOSION, COLLAPSE, UNDERGROUND PROPERTY DAMAGE HAZARD

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

	Excluded Hazard(s)
Location:	<input type="checkbox"/> Explosion Hazard
	<input type="checkbox"/> Collapse Hazard
Description:	<input type="checkbox"/> Underground Property Damage Hazard

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following definitions are added:

- Explosion Hazard** means **property damage** arising out of blasting or explosion. **Explosion Hazard** does not include **property damage** arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- Collapse Hazard** includes **structural property damage** and any resulting **property damage** to any other property at any time.
- Structural Property Damage** means the collapse of or structural injury to any building or structure due to:
 - grading of land, excavating, borrowing, filling, backfilling, tunnelling, piledriving, caisson work, or cofferdam work; or
 - moving, shoring, underpinning, raising, or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- Underground Property Damage Hazard** includes **underground property damage** and any

resulting **property damage** to any other property at any time.

- Underground Property Damage** means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels and any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, backfilling, or pile driving.

EXCLUSIONS

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

The following exclusion is added:

We do not pay for **property damage included within the **Explosion Hazard**, the **Collapse Hazard**, or the **Underground Property Damage Hazard** when entered as an excluded hazard on the schedule.**

This exclusion does not apply to:

- operations performed for **you** by others; and
- property damage** included within the **products/completed work hazard**.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- COVERAGE M -- MEDICAL PAYMENTS

(The information required below may be shown on a separate schedule or supplemental Declarations.)

SCHEDULE

Description and Location of Premises:

The Commercial Liability Coverage of this policy is amended as follows:

PRINCIPAL COVERAGES

Coverage M -- Medical Payments does not apply and none of the references to it in the Commercial Liability Coverage apply, with respect to any of the locations shown in the Schedule.

If **we** defend a suit, **we** will pay expenses incurred by the **insured** for first aid to others at the time of the accident for **bodily injury** to which this insurance applies.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- FIRE DAMAGE LEGAL LIABILITY

The Commercial Liability Coverage is amended as follows:

PRINCIPAL COVERAGES

COVERAGE O -- FIRE LEGAL LIABILITY

Coverage O -- Fire Legal Liability does not apply.

HOW MUCH WE PAY

The paragraph stating that the **property damage limit** for Coverage O is \$50,000 does not apply.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

CHANGE ENDORSEMENT

The Commercial Liability Coverage of this policy is amended as follows:

-- PLEASE READ THIS CAREFULLY --

DEDUCTIBLE

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

	Deductible Amount
1. Bodily Injury (per claim)	\$ _____
..... (per occurrence)	\$ _____
2. Property Damage (per claim)	\$ _____
..... (per occurrence)	\$ _____
3. Bodily Injury and Property Damage (per claim)	\$ _____
..... (per occurrence)	\$ _____

APPLICATION OF ENDORSEMENT

(Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss, however caused.)

The Commercial Liability Coverage is amended as follows:

HOW MUCH WE PAY

The following is added:

1. **Our** obligation under Coverages L and N to pay **damages** on behalf of the **insured** applies only to the amount of **damages** in excess of any deductible amounts stated on the schedule above as applicable to such coverages.
2. The Each **Occurrence Limit** shown on the **declarations** will be reduced by the amount of such deductible.
3. The General Aggregate **Limit** and the **Products/Completed Work Hazard Aggregate Limit** shall not be reduced by the application of such deductible amounts.
4. The deductibles shown on the schedule apply as follows:
 - a. Per Claim Basis -- The per claim deductible applies as follows:
 - 1) If a **bodily injury** deductible is indicated in the schedule, the deductible applies to all **damages** because of **bodily injury** sustained by one person.
 - 2) If a **property damage** deductible is indicated in the schedule, the deductible applies to all **damages** because of **property damage** sustained by one person or organization, as a result of any one **occurrence**.
 - b. Per **Occurrence** Basis -- The per **occurrence** deductible applies as follows:
 - 1) If a **bodily injury** deductible is indicated in the schedule, the deductible applies to all **damages** because of **bodily injury** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **damages** because of that **occurrence**.
 - 2) If a **property damage** deductible is indicated in the schedule, the deductible applies to all **damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of

persons or organizations who sustain **damages** because of that **occurrence**.

- 3) If a combined **bodily injury** and **property damage** deductible is indicated in the schedule, the deductible applies to all **damages** because of **bodily injury** and **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **damages** because of that **occurrence**.

- b. the **insured's** duties in the event of an **occurrence** apply irrespective of the application of the deductible amount.

2. **We** may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, **you** shall promptly reimburse **us** for such part of the deductible amount as has been paid by **us**.

CONDITIONS

1. The **terms** of the policy, including those with respect to:
 - a. **our** rights and duties with respect to the defense of suits; and

-- PLEASE READ THIS CAREFULLY --

LIABILITY COVERAGE -- DESIGNATED PREMISES

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Premises:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

We do not pay for **bodily injury** or **property damage**
(or **personal injury** or **advertising injury**, if provided by
the Commercial Liability Coverage):

1. that arises out of the ownership, maintenance, or use of the premises other than those described above; or
2. that arises out of operations that are necessary or incidental to the ownership, maintenance, or use of premises other than those described above.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- MALPRACTICE AND PROFESSIONAL SERVICES

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

We do not pay for **bodily injury** or **property damage**

(or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the rendering or the failure to render any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiroprody, hearing aid, optical, or optometrical services or treatments described on the Schedule.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- WATER DAMAGE

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Premises:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

We do not pay for **property damage** to buildings or their contents that arises from any of the following causes occurring on or from the premises shown above:

1. the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems, standpipes for fire hoses, or industrial or domestic appliances, or any substance from automatic sprinkler systems;
2. the collapse or fall of tanks or the component parts or their supports which form a part of an automatic sprinkler system; or
3. rain or snow directly entering into the building through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators. This exclusion does not apply to **property damage** due to fire or the use of elevators, or due to operations performed by independent contractors.

AMENDATORY ENDORSEMENT ARKANSAS

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy, or one or more of its parts, by written notice sent to "you" and any lienholder or loss payee named in the policy at the last mailing addresses known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy has been in effect less than 60 days, "we" may cancel for any reason. "We" will give notice at least ten days before the cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only on the anniversary date unless the cancellation is based upon at least one of the following reasons:

- a. nonpayment of premium;
- b. fraud or material misrepresentation made by "you" or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. the occurrence of a material change in the risk which substantially increases any hazard insured against after the policy issuance;

- d. violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;
- e. nonpayment of membership dues in those cases where "our" bylaws, agreements, or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- f. a material violation of a material provision of the policy.

If "we" cancel this policy for nonpayment of premium, "we" will give notice at least ten days before the cancellation is effective and the notice will state the reason for cancellation. If this policy has been in effect for 60 days or more and "we" cancel for any other reason, "we" will give notice at least 20 days before the cancellation is effective.

If "we" decide not to renew this policy, "we" will give notice at least 60 days before the expiration date of the policy, or the anniversary date of a policy written for a term longer than one year or without a fixed expiration date.

"Your" return premium, if any, will be calculated on a pro rata basis and will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Renewal -- If "we" elect to renew this policy with a premium increase equal to or greater than 25%, "we" will mail written notice of "our" intention to increase the premium by 25% or more to "your" agent at least 30 days prior to the effective date of the renewal and to "you" at least ten days prior to the effective date of the renewal.

3. Under Common Policy Conditions, the following condition is added:

Premium Payment -- If this policy has been issued for a period in excess of 12 months with the premium adjustable on an annual basis, "we" will give "you" and the agent of record written notice of the premium to be charged at least 30 days before the anniversary date. This provision applies only if "you" have given "us" the information necessary to calculate the premium.

AMENDATORY ENDORSEMENT ARKANSAS

1. Under What Must Be Done In Case Of Loss, Proof of Loss is amended to include the following:

If "you" report a loss to "us", "we" will send "you" the necessary forms within 20 days after "you" first report the loss.

2. Under Other Conditions, Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal.

3. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

4. Under Other Conditions, Suit Against Us is deleted and replaced by the following:

Suit Against Us -- No suit to recover any loss may be brought against "us" unless:

- a. the "terms" of this coverage have been fully complied with; and
- b. the suit is commenced within five years after the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by the law.

AG 0706 01 01

Copyright, American Association of Insurance Services, 2001

AMENDATORY ENDORSEMENT ARKANSAS

1. Under Definitions, the definition of "temporary worker" is deleted and replaced by:

"Temporary worker" means a person employed either through another person or directly by an employer to support or supplement the existing work force in special situations such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects with the expectation that the person's position will be terminated upon completion of the task or function.

2. Under Defense Coverage, the paragraph describing Suit is deleted and replaced by:

Suit includes any alternative dispute resolution proceeding involving "bodily injury" or "property damage" (or "personal injury" or "advertising injury" if provided by the Commercial Liability Coverage) to which "you" voluntarily submit with "our" consent.

3. Under Conditions, the following addition amends Subrogation:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

GL 0419 03 00

Copyright, American Association of Insurance Services, 2000

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

Except with respect to the Supplemental Income Coverage for Public Health Shutdown, when such coverage is provided, the additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

However, this exclusion does not apply to the Supplemental Income Coverage, if provided, for Public Health Shutdown.

2. **Superseded Exclusions** -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

AG 0650 10 06

EXCLUSION -- DAMAGE TO WORK PERFORMED BY YOU OR ON YOUR BEHALF

The Commercial Liability Coverage is amended as follows:

The exclusion relating to "property damage" to "your work" or to work performed by "you" is deleted and replaced by the following:

"We" do not pay for "property damage" to "your work" if the "property damage" arises out of "your work" and is included in the "products/completed work hazard".

**EXCLUSION -- DAMAGE TO WORK PERFORMED
BY YOU OR ON YOUR BEHALF
DESIGNATED LOCATIONS OR PROJECTS**

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

SCHEDULE

Designated Locations or Projects:

The Commercial Liability Coverage is amended as follows:

With respect to the locations or projects shown in the schedule, the exclusion relating to "property damage" to "your work" or to work performed by "you" is deleted and replaced by the following.

"We" do not pay for "property damage" to "your work" if the "property damage" arises out of "your work" and is included in the "products/completed work hazard".

LIMITED COVERAGE FOR LOSS BY WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTISTS

SCHEDULE

Wet Rot, Dry Rot, Bacteria, Fungi,
and Protists Each Occurrence Limit

\$ _____

Wet Rot, Dry Rot, Bacteria, Fungi,
and Protists Aggregate Limit

\$ _____

When the Commercial Liability Coverage is
provided by forms GL-100 or GL-200 (or
GL 0100 or GL 0200), coverage is amended as
follows:

1. The following exclusions are added:

- a. "We" do not pay for actual or alleged
"bodily injury" or "property damage" (or
"personal injury" or "advertising injury",
when provided by this policy) that results
directly or indirectly from ingestion of,
inhalation of, physical contact with, or
exposure to:

- 1) wet rot; dry rot; a bacterium; a
fungus, including but not limited to
mildew and mold; or a protist,
including but not limited to algae and
slime mold; or
- 2) a chemical, matter, or a compound
produced or released by wet rot, dry
rot, a bacterium, a fungus, or a
protist, including but not limited to
toxins, spores, fragments, and
metabolites such as microbial volatile
organic compounds;

except as provided under Limited Wet
Rot, Dry Rot, Bacteria, Fungi, and
Protists Liability Coverage.

- b. "We" do not pay for any loss, cost, or
expense arising out of any request,
demand, or order that any "insured" or
others test for, monitor, clean up,
remove, contain, treat, detoxify,
neutralize, or in any way respond to or
assess the effects of:

- 1) wet rot; dry rot; a bacterium; a
fungus, including but not limited to
mildew and mold; or a protist,
including but not limited to algae and
slime mold; or
- 2) a chemical, matter, or a compound
produced or released by wet rot, dry
rot, a bacterium, a fungus, or a
protist, including but not limited to
toxins, spores, fragments, and
metabolites such as microbial volatile
organic compounds.

- c. "We" do not pay for any loss, cost, or
expense arising out of any claim or suit
by or on behalf of any governmental
authority relating to testing for,
monitoring, cleaning up, removing,
containing, treating, detoxifying,
neutralizing, or in any way responding to
or assessing the effects of:

- 1) wet rot; dry rot; a bacterium; a
fungus, including but not limited to
mildew and mold; or a protist,
including but not limited to algae and
slime mold; or
- 2) a chemical, matter, or a compound
produced or released by wet rot, dry
rot, a bacterium, a fungus, or a
protist, including but not limited to
toxins, spores, fragments, and
metabolites such as microbial volatile
organic compounds.

2. However, exclusion 1.a. above does not apply to "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning. (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to *Staphylococcus aureus*, *Salmonella*, *Clostridium perfringens*, *Campylobacter*, *Listeria monocytogenes*, *Vibrio parahaemolyticus*, *Bacillus cereus*, and *Escherichia coli*.)

3. **Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage** -- The "terms" of this policy are extended to provide Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage. This coverage is subject to all of the "terms" of the policy, except as amended by this endorsement.

- a. This coverage does not apply to "bodily injury" (or "personal injury", when provided by this policy) that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning. (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to *Staphylococcus aureus*, *Salmonella*, *Clostridium perfringens*, *Campylobacter*, *Listeria monocytogenes*, *Vibrio parahaemolyticus*, *Bacillus cereus*, and *Escherichia coli*.)
- b. "We" pay for all sums which an "insured" becomes legally obligated to pay as "damages" due to "bodily injury" or "property damage" that results from ingestion of, inhalation of, physical contact with, or exposure to:

- 1) wet rot;
- 2) dry rot;
- 3) a bacterium;

- 4) a fungus, including but not limited to mildew and mold;
- 5) a protist; or
- 6) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist.

The "bodily injury" or "property damage" must be caused by an "occurrence" which takes place in the "coverage territory" and the "bodily injury" or "property damage" must occur during the policy period.

- c. With respect to Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage, the following provision is added to the first paragraph under Supplemental Coverages or Incidental Coverages.

Any coverage provided under these Supplemental Coverages or Incidental Coverages for "bodily injury", "property damage", or "damages" arising from ingestion of, inhalation of, physical contact with, or exposure to:

- 1) wet rot;
- 2) dry rot;
- 3) a bacterium;
- 4) a fungus, including but not limited to mildew and mold;
- 5) a protist; or
- 6) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist;

is subject to the Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Each Occurrence Limit and the Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Aggregate Limit.

- d. The following provision is added under How Much We Pay with respect to Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage.

Subject to the conditions of How Much We Pay and of this endorsement, the "limits" set forth for Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage are the most "we" pay regardless of the number of:

- 1) "insureds" under this Commercial Liability Coverage;
- 2) persons or organizations who sustain injury or damage; or
- 3) claims made or suits brought.

The payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

- e. The following provision is added under How Much We Pay with respect to Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage.

The Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Aggregate Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay during a policy period for the sum of:

- 1) all "damages" under Coverages L and N; and
- 2) all medical expenses under Coverage M.

The Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Aggregate Limit is shown on the schedule.

- f. With respect to Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage, item 4. under How Much We Pay is deleted and replaced by the following.

The Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Each Occurrence Limit, subject to the Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Aggregate Liability Limit; the General Aggregate Limit; and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the total of:

- 1) "damages" under Coverages L and N; and
- 2) medical expenses under Coverage M;

due to all "bodily injury" and "property damage" arising out of a single "occurrence".

The Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Each Occurrence Limit is shown on the schedule.

- g. With respect to Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage, the Coverage M limit provision under How Much We Pay is deleted and replaced by the following.

Subject to the Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Each Occurrence Limit; the Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Aggregate Liability Limit; and the General Aggregate Limit, the Coverage M Limit shown on the "declarations" is the most that "we" will pay under Coverage M for all medical expenses because of "bodily injury" sustained by any one person.

- h. The following provision is added with respect to Limited Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Liability Coverage.

The Wet Rot, Dry Rot, Bacteria, Fungi, and Protists Aggregate Limit is the most that "we" pay for each consecutive annual period and for any remaining period of less than 12 months, beginning with the inception date of this policy as shown on the "declarations". If, however, the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the "limit".

- i. All other "terms" of the policy apply.

-- PLEASE READ THIS CAREFULLY --

FARMS

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

1. The definition of **insured** is amended by deleting the first paragraph and substituting the following:

Insured means **you**, and if residents of **your** household, **your** spouse, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives, if shown on the **declarations** as an individual.

2. The definition of **Insured Premises** is replaced by the following:

Insured Premises means the farm premises described in the **declarations** including:

- a. the one-to-four family house and related private structures at that location;
- b. access ways immediately adjoining the premises; and
- c. **your** cemetery lots and burial vaults, or those of **your** resident relatives.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the ownership, maintenance, or use of any part of the **insured premises**:
 - a. used, or held for use, for any business other than farming; or

- b. rented, or held for rental, for dwelling purposes to others. This does not include:

- 1) the rental of part of the premises to not more than two boarders or roomers per family unit; or
- 2) the rental of a residence to a tenant farmer.

2. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the ownership or use of saddle or draft animals rented to others or while being used in, or in the practice or preparation for, any exhibition or contest.

3. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, **loading or unloading** of farm implements, tractors, or trailers being used under contract to others.

4. **We** do not pay for **bodily injury** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) to **you**, and if residents of **your** household, **your** spouse, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives.

5. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising or resulting from substances released or discharged from an aircraft.

-- PLEASE READ THIS CAREFULLY --

RESIDENTIAL PREMISES

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Designated Premises:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

1. The definition of **insured** is amended by deleting the first paragraph and substituting the following:

Insured means **you**, and if residents of **your** household, **your** spouse, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives, if shown on the **declarations** as an individual.

2. The definition of **insured premises** is deleted and replaced by the following:

Insured Premises -- This means the premises designated on the Schedule, including:

- a. the one-to-four family house or portion of the building occupied by **you**, related private structures, and grounds at that location;
- b. any premises used by **you** in connection with the designated premises;
- c. approaches and access ways immediately adjoining the designated premises; and
- d. **your** cemetery lots and burial vaults, or those of **your** resident relatives.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following are added to this section:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising out of the ownership, maintenance or use, or any activity in connection with any part of the **insured premises** used or held for use in connection with a trade, profession, or business.

This does not include the rental of part of the premises:

- a. for use as a school, studio, office, or private garage; or
- b. to not more than two boarders or roomers per family unit.

2. **We** do not pay for **bodily injury** (or **personal injury**, if provided by the Commercial Liability Coverage) to **you**, and if residents of **your** household, **your** spouse, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

MEDICAL PAYMENTS DESIGNATED INSUREDS

Schedule

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

☐ Club Members

☐ Students

☐ Patients

☐ Guests -- Hotel, Motel or Tourist Court

☐ Campers

☐ Inmates

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

This section is amended as follows:

The medical payments exclusion indicated by an "x" in the Schedule is deleted.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

ADDITIONAL INSURED DESIGNATED PARTY

Schedule

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Designated Party:

Designated Activity:

Designated Interests:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the following:

Insured also includes the party designated in the Schedule but only with respect to liability arising out of

GL-841 Ed 1.0

activities designated in the Schedule relating to:

- a. **your** operations;
- b. premises owned by or rented to **you**; or
- c. other designated interests shown in the Schedule.

-- PLEASE READ THIS CAREFULLY --

ADDITIONAL INSURED Lessors

Schedule

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Designated Premises (indicate part leased to **you**):

Designated Lessor:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the following:

Insured also includes the lessor designated in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated in the Schedule that is leased to **you**.

No lessor is an **insured** for:

- a. any **occurrence** which takes place after the expiration date of **your** lease; or
- b. any structural alteration, new construction or demolition operations performed by or on behalf of the lessor.

-- PLEASE READ THIS CAREFULLY --

ADDITIONAL INSURED VENDORS

Schedule

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Designated Vendor:

Designated **Products**:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of **insured** is amended to include the following:

Insured also includes any vendor designated in the Schedule but only with respect to liability arising out of the **products** designated in the Schedule which the vendor has sold or distributed in the ordinary course of business. Vendor does not include any party from whom **you** have acquired such **products**, or any ingredient, part or container associated with such **products**.

Such vendor is not an **insured** as to liability arising out of:

- a. any express warranty not authorized by **you**;
- b. any intentional act of the vendor that changes the physical or chemical nature of the **product**;

- c. any failure of the vendor to keep the **product** in merchantable condition;
- d. any failure to make such inspection, adjustments, test, or service, as the vendor has agreed to make, or normally undertakes, in the ordinary course of business, in connection with the distribution or sale of the **product**;
- e. demonstrations, installation, servicing or repair operations not performed on vendor's premises;
- f. **products** which, after distribution or sale by **you**, have been labeled, relabeled, or used in association with any other thing or substance by or for the vendor; or
- g. repackaging the **product**. This does not apply to repacking into the original container of **products** which have been unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts at the instruction of the manufacturer.

This endorsement changes the Commercial
Liability Coverages provided by this policy
-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- DESIGNATED WORK

Schedule

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Designated Work:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of the **Completed Work Hazard** is amended as follows:

This hazard does not include **bodily injury** or **property damage** that arises out of **your work** designated in the Schedule.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- DESIGNATED PRODUCTS

Schedule

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Designated **Products**:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of the **Products Hazard** is amended as follows:

This hazard does not include **bodily injury** or **property damage** arising out of **your products** designated in the Schedule.

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- DESIGNATED SERVICES

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Designated Services:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

**EXCLUSIONS THAT APPLY TO BODILY INJURY,
PROPERTY DAMAGE, PERSONAL INJURY, AND/OR
ADVERTISING INJURY**

The following exclusion is added:

We do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the rendering or failure to render any of the services designated on the Schedule.

EXCLUSION -- ERRORS AND OMISSIONS TESTING OR CONSULTING

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) that arises out of:

1. any error, omission, negligent act, defect, or deficiency in:
 - a. any test performed;
 - b. the evaluation, consultation, or advice given by or on behalf of any "insured"; or
 - c. experimental data or the "insured's" interpretation of that data; or
2. the reporting of, or reliance upon, any such test, evaluation, consultation, or advice.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- ABUSE OR MOLESTATION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the actual or threatened abuse or molestation of anyone while in the care, custody or control of an **insured**.
2. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of negligent employment, investi-

gation, supervision, reporting or failure to report to proper authorities, or retention of a person for whom an **insured** is or was legally responsible and whose conduct resulted in actual or threatened abuse or molestation of anyone while in the care, custody or control of an **insured**.

EXCLUSION -- RIOT, MOB ACTION OR CIVIL COMMOTION (GOVERNMENTAL SUBDIVISION)

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of mob action, riot or civil commotion.
2. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of any act or failure to act to prevent or suppress mob action, riot or civil commotion.

EXCLUSION -- SPECIFIED HAZARDS (CARNIVALS, CIRCUSES, AND FAIRS)

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

With respect to the operations of any carnival, circus, or fair:

1. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage)

that arises out of any mechanically operated amusement device.

2. **We** do not pay for **bodily injury** (or **personal injury**, if provided by the Commercial Liability Coverage) to any person while practicing for or participating in any sports or athletic contest or exhibition that **you** sponsor.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- CORPORAL PUNISHMENT

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

We do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of any corporal punishment administered by or at the direction of an **insured**.

-- PLEASE READ THIS CAREFULLY --

UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Operations:

Underground Resources and Equipment

Property Damage Aggregate Limit:

\$ _____

The Commercial Liability Coverage is amended to include coverage for the **underground resources and equipment hazard** arising out of the operations described above performed by **you** or on **your** behalf.

DEFINITIONS

The following definitions are added:

1. **Underground Resources and Equipment Hazard** means **property damage** to:

- oil, gas, water, or other mineral substances which have not been reduced to physical possession above the earth's surface or above the surface of a body of water;
- any well, hole, formation, strata, or area in which or through which exploration for or production of any substance is made; or
- any casing, pipe, bit, tool, pump, or other drilling or well servicing machinery or equipment located below the earth's surface in any well or hole or below the surface of any body of water.

2. **Co-owner of the Working Interest** means any person or organization who is, with **you**, a co-owner, joint venturer, or mining partner in mineral properties who:

- participates in the operating expense of the properties; or
- has the right to participate in the control, development, or operation of the properties.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusions are added:

- We** do not pay for any cost or expense incurred or requested by **you** or any **co-owner of the working**

interest arising out of controlling or bringing under control any oil, gas, or water well.

- We** do not pay for **property damage** claimed by a **co-owner of the working interest**.

HOW MUCH WE PAY

The following provision is added:

Subject to the Each Occurrence Limit, the General Aggregate Limit, and the Products/Completed Work Hazard Aggregate Limit, the Underground Resources and Equipment Property Damage Aggregate Limit shown in the above Schedule is the most **we** will pay during a policy period for **damages** under Coverages L and N due to **property damage** included within the **underground resources and equipment hazard** arising out of operations in connection with any one well.

CONDITIONS

The following provision is added:

Upon the **occurrence** of a blowout or cratering of any oil, gas, or water well resulting from operations performed by **you** or on **your** behalf, **you** agree to promptly and diligently, at **your** own expense, take whatever steps necessary or required of **you** by law to bring such well under control.

If **you** delay or fail to comply with this agreement, **we** are not liable for any **property damage** included within the **underground resources and equipment hazard** resulting from the blowout or cratering of any such well.

-- PLEASE READ THIS CAREFULLY --

VESSELS

Schedule

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Watercraft:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

1. The exclusion relating to watercraft does not apply to the watercraft described on the Schedule.
2. The following exclusion is added concerning the watercraft described on the Schedule.

We do not pay for:

- a. **bodily injury** (or **personal injury** if provided by the Commercial Liability Coverage) to any person being carried for charge; or

- b. **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the ownership, maintenance, operation, use, **loading or unloading** of any barge rented to others by **you** which **you** do not furnish employees to operate and **you** do not have operating control.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION --BICYCLES

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

We do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the ownership, maintenance, or use of a bicycle or delivery tricycle. This exclusion applies if the **bodily injury** or **property damage** (or **personal injury** or

advertising injury, if provided by the Commercial Liability Coverage) occurs away from premises owned by, rented to, or controlled by **you** or the ways immediately adjoining the premises.

-- PLEASE READ THIS CAREFULLY --

BICYCLE LIABILITY

The Commercial Liability Coverage is amended to include coverage for **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a bicycle or delivery tricycle.

DEFINITIONS

The following is added to the definition of **insured**:

Insured includes:

1. members of **your** family residing in **your** household;
2. **your employees** or **employees** of the members of **your** family residing in **your** household; and
3. any person or organization using or legally responsible for a bicycle or delivery tricycle if it is used with **your** permission or the permission of the members of **your** family residing in **your** household.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

We do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of a bicycle or delivery tricycle equipped with a motor or rented to others by **you** or a member of **your** family

CUSTOMERS' AUTOS ON INSURED OR ADJOINING PREMISES

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following definition is added:

"Customers' autos" means "autos" owned by customers and that are in "your" possession in connection with performing services which "you" normally render. It does not include any "auto" owned by, rented to, or loaned to an "insured".

EXCLUSIONS

With respect to the coverage provided by this endorsement, the exclusion relating to "bodily injury" or "property damage" that arises out of the ownership, operation, maintenance, use, supervision, entrusting, occupancy, renting, loaning, or "loading or unloading" of "autos", mobile equipment, "motorized vehicles", watercraft, or aircraft does not apply to "customers' autos" while on premises:

1. owned by, rented to, or controlled by "you"; or
2. on ways immediately adjoining;

provided such premises are used for one or more of the following businesses:

1. auto repair or service shop;
2. car wash;
3. gasoline station;
4. tire dealer; or
5. oil change and lubrication services.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- INSURANCE AND RELATED OPERATIONS

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

1. The following exclusions are added to this section:

- a. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) for which an **insured** may be held liable by reason of:

- 1) any obligation assumed by an **insured**; or
- 2) the failure to perform, or the improper performance of, any obligation or duty, contractual or otherwise;

in connection with any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment, or employee benefit plan, including applications, receipts, or binders.

- b. **We** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) for which an **insured** may be held liable by reason of participation in any plan, pool, association, insolvency or guarantee fund, or any similar association, organization, or fund, whether on a voluntary or involuntary basis.

2. The exclusion relating to the rendering or failing to render professional services is replaced by the following:

We do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of the rendering or failure to render professional services in:

- a. advising, inspecting, reporting, or making recommendations in the **insured's** capacity as an insurance company, consultant, broker, agent, or representative thereof;
- b. effecting insurance, reinsurance, or suretyship coverages;
- c. investigating, defending, or settling any claim under any contract of insurance, self-insurance, reinsurance, or suretyship;
- d. auditing of accounts or records of others;
- e. conducting an investment, loan, or real estate department or operation;
- f. acting as a fiduciary or trustee for mutual funds, pension or welfare funds, or other similar activities; or
- g. performing any claim, investigative, adjustment, engineering, or inspection service for a fee.

This endorsement changes the Commercial
Liability Coverages provided by this policy
-- PLEASE READ THIS CAREFULLY --

FARM EMPLOYERS LIABILITY COVERAGE

We agree to provide this coverage based on **your** statement that the information in the following schedule is correct. It discloses the type of **farm employee** insured under this endorsement, and:

1. the maximum number employed at any one time during the policy;
2. the total number of man-days worked; or
3. the wages for all **farm employees**.

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

		Limit		
Coverage V -- Farm Employers Liability		\$ _____ each occurrence		
Coverage W -- Farm Employees Medical Payments		\$ _____ each employee		
Man--Day Basis				
CLASS	FARM EMPLOYEES	RATE (Per Each)	TOTAL NUMBER OF EMPLOYEES	PREMIUM
A	All full time, working 180 days per year or more			\$
B	Part time, working over 40 days but less than 180 days per year			\$
C	Part time, working 40 days or less per year	RATE (Per 100 Man-Days)	TOTAL NUMBER OF MAN DAYS	
				\$
Wages				
WAGES (Use only if Man-Day Basis Not Applicable)	RATE (Per \$100 of Wages)	PREMIUM BASE (Wages)	MINIMUM PREMIUM	PREMIUM
Farm Employees			\$	\$
TOTAL PREMIUM			\$ _____	
Indicate all farm employees not to be insured under this endorsement:				

DEFINITIONS

The Commercial Liability Coverage is amended as follows:

The following additional definitions apply only to Coverages V and W.

1. **Farm employee** means an **employee** of an **insured** whose duties are in connection with the **farming** operations of the **insured**. This does not include an **employee** while engaged in other business activities of the **insured**.
2. **Farm employer** means any **insured**, but only in their capacity as the employer of **farm employees**.
3. **Farming** means the ownership, maintenance or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. **Farming** also includes the operation of roadside stands and farm markets maintained principally for the sale of the **insured's** own farm products.
4. **Farm premises** means the **farm premises** described in the **declarations**, other land **you** use for **farming** purposes and new **farm premises** acquired during the policy period.
5. **Punitive damages** means **damages** imposed to punish a wrongdoer and to deter others from similar conduct.

PRINCIPAL COVERAGES

The following is added:

Coverage V -- Farm Employers Liability

We pay all sums which a **farm employer** becomes legally obligated to pay as **damages** to a **farm employee** due to **bodily injury** which arises out of and in the course of employment.

The **bodily injury** must be caused by an **occurrence**. This coverage applies only to **bodily injury** which:

1. arises out of the ownership, maintenance, or use of the **farm premises**, or operations that are necessary or incidental to the **farm premises**; and
2. occurs during the policy period.

Coverage W -- Farm Employees Medical Payments

We pay the medical expenses defined below for **bodily injury** to a **farm employee** caused by an accident and arising out of and in the course of his employment.

We pay such expenses, regardless of fault but only if:

1. they arise out of an accident that occurs during the policy period; and
2. they are incurred and reported within one year of the accident.

Medical expenses means the reasonable and necessary expenses for:

1. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
2. ambulance, hospital, professional nursing, and funeral services; and
3. first aid at the time of an accident.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The exclusion relating to **bodily injury** to an **employee** does not apply to Coverage V or W.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

The exclusion relating **bodily injury** to a person hired by or on behalf of any insured to do work for the insured or a tenant of an insured and the exclusion relating to **bodily injury** to a person injured on that part of the premises that the person normally occupies do not apply to Coverage W.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGES V AND W

1. **We** do not pay for **bodily injury** to or caused by an **employee** while employed in violation of law with the actual knowledge of **you** or any of **your** executive officers.
2. **We** do not pay for exemplary or **punitive damages** because of **bodily injury** to an **employee** employed in violation of law.
3. **We** do not pay for any **bodily injury** with respect to which **you** are:
 - a. deprived of any defense; or
 - b. otherwise subject to penalty;

because of default in premium payment or other failure to comply with a workers' compensation law.

HOW MUCH WE PAY

With respect to Coverages V and W this section is replaced by the following:

1. The **limits** shown in the Schedule for Coverages V and W are subject to the following conditions and are the most **we** will pay, regardless of the number of:
 - a. **insureds** under Coverages V and W;
 - b. persons who sustain injury; or
 - c. claims made or suits brought.

The payment of a claim under Coverage W does not mean that **we** admit **we** are liable under Coverage V.

2. The Each Occurrence Limit in the Schedule is the most **we** will pay for **damages** under Coverage V due to **bodily injury** arising out of a single **occurrence**.
3. The Each Employee Limit shown in the Schedule for Coverage W is the most **we** will pay for all medical expenses because of **bodily injury** sustained by any one **farm employee**.

-- PLEASE READ THIS CAREFULLY --

FARM EMPLOYERS LIABILITY COVERAGE

We agree to provide this coverage based on **your** statement that the information in the following schedule is correct. It discloses the type of **farm employee** insured under this endorsement, and:

1. the maximum number employed at any one time during the policy;
2. the total number of man-days worked; or
3. the wages for all **farm employees**.

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Limit

Coverage V -- **Farm Employers** Liability \$_____ each **occurrence**

Coverage W -- **Farm Employees** Medical Payments \$_____ each **employee**

Man-Day Basis

CLASS	FARM EMPLOYEES	RATE (Per Each)	TOTAL NUMBER OF EMPLOYEES	PREMIUM
A	All full time, working 180 days per year or more			\$
B	Part time, working over 40 days but less than 180 days per year			\$
C	Part time, working 40 days or less per year	RATE (Per 100 Man-Days)	TOTAL NUMBER OF MAN DAYS	\$

Wages

WAGES (Use only if Man-Day Basis Not Applicable)	RATE (Per \$100 of Wages)	PREMIUM BASE (Wages)	MINIMUM PREMIUM	PREMIUM
Farm Employees			\$	\$

TOTAL PREMIUM \$_____

Indicate all **farm employees** not to be insured under this endorsement:

DEFINITIONS

The following additional definitions applies only to Coverages V and W.

1. **Farm employee** means an employee of an **insured** whose duties are in connection with the **farming** operations of the **insured**. This does not include an employee while engaged in other business activities of the **insured** or a domestic employee.
2. **Punitive damages** means **damages** imposed to punish a wrongdoer and to deter others from similar conduct.

PRINCIPAL COVERAGES

The following is added:

Coverage V -- Farm Employers Liability

We pay all sums which an **insured** becomes legally obligated to pay as **damages** to a **farm employee** due to **bodily injury** which arises out of and in the course of employment.

The **bodily injury** must be caused by an **occurrence**. This coverage applies only to **bodily injury** which:

1. arises out of the ownership, maintenance, or use of the **insured premises**, or operations that are necessary or incidental to the **insured premises**; and
2. occurs during the policy period.

Coverage W -- Farm Employees Medical Payments

We pay the medical expenses defined below for **bodily injury** to a **farm employee** caused by an accident and arising out of and in the course of his employment.

We pay such expenses, regardless of fault but only if:

1. they arise out of an accident that occurs during the policy period; and
2. they are incurred and reported within one year of the accident.

Medical expenses means the reasonable and necessary expenses for:

1. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
2. ambulance, hospital, professional nursing, and funeral services; and

3. first aid at the time of an accident.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The exclusion relating to **bodily injury** to an **employee** does not apply to Coverage V or W.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

The exclusion relating **bodily injury** to a person hired by or on behalf of any insured to do work for the insured or a tenant of an insured and the exclusion relating to **bodily injury** to a person injured on that part of the premises that the person normally occupies do not apply to Coverage W.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGES V AND W

1. **We** do not pay for **bodily injury** to or caused by an **employee** while employed in violation of law with the actual knowledge of **you** or any of **your** executive officers.
2. **We** do not pay for exemplary or **punitive damages** because of **bodily injury** to a **farm employee** employed in violation of law.
3. **We** do not pay for any **bodily injury** with respect to which **you** are:
 - a. deprived of any defense; or
 - b. otherwise subject to penalty;because of default in premium payment or other failure to comply with a workers' compensation law.
4. **We** do not pay for **damages** arising out of any:
 - a. refusal to employ;
 - b. termination of employment;
 - c. coercion, demotion, evaluation, reassignment, disciplines, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
 - d. consequential **bodily injury** as a result of 4.a., 4.b., and 4.c. above.

This exclusion applies whether the **insured** may be held liable as an employer or in any other capacity and to any obligation to share **damages** with or to repay someone else who must pay **damages** because of the injury.

HOW MUCH WE PAY

With respect to Coverages V and W this section is replaced by the following:

1. The **limits** shown in the Schedule for Coverages V and W are subject to the following conditions and are the most **we** will pay, regardless of the number of:
 - a. **insureds** under Coverages V and W;
 - b. persons who sustain injury; or
 - c. claims made or suits brought.
2. The Each Occurrence Limit in the Schedule is the most **we** will pay for **damages** under Coverage V due to **bodily injury** arising out of a single **occurrence**.
3. The Each Employee Limit shown in the Schedule for Coverage W is the most **we** will pay for all medical expenses because of **bodily injury** sustained by any one **farm employee**.

The payment of a claim under Coverage W does not mean that **we** admit **we** are liable under Coverage V.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- INSURED'S PRODUCTS

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

**EXCLUSIONS THAT APPLY TO BODILY INJURY,
PROPERTY DAMAGE, PERSONAL INJURY, AND/OR
ADVERTISING INJURY**

This exclusion applies whether the **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) occurs on premises **you** own or rent, or elsewhere.

The following exclusion is added:

With respect to **your** operations described on the Schedule, **we** do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) that arises out of **products** after physical possession of the **products** has been relinquished to others.

-- PLEASE READ THIS CAREFULLY --

EXCLUSION -- SPECIFIED PREMISES AND OPERATIONS

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Described Premises:

Described Operations:

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

We do not pay for **bodily injury** or **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) occurring at the premises described on the Schedule and arising out of the operations described on the Schedule.

-- PLEASE READ THIS CAREFULLY --

CONSTRUCTION OF RESIDENCES ON VACANT LAND

Schedule

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Description of Land:

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following is added to the definition of **insured premises**:

Insured premises includes:

The land described in the Schedule if a one or two family dwelling is being constructed on it by the **insured** with or without independent contractors.

EXCLUSIONS

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

The following exclusion is deleted:

We do not pay for **property damage** to work performed by **you** if the damage is caused by the work or a part of the work and included in the **products/completed work hazard**.

EXCLUSION -- UNDERGROUND RESOURCES OR EQUIPMENT

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Described Operations:

The Commercial Liability Coverage is amended
as follows:

DEFINITIONS

The following definition is added:

"Underground Resources and Equipment
Hazard" means "property damage" to:

1. oil, gas, water, or other mineral substances which have not been reduced to physical possession above the earth's surface or above the surface of any body of water;
2. any well, hole, formation, strata, or area in which or through which exploration for or production of any substance is made; or
3. any casing, pipe, bit, tools, pump or other drilling or well servicing machinery or equipment located below the earth's surface in any well or hole or below the surface of any body of water.

EXCLUSIONS

With respect to the operations described on the
schedule, the following exclusions are added:

"We" do not pay for:

1. "property damage" included within the "underground resources and equipment hazard";
2. the cost of reducing property included in the "underground resources and equipment hazard" to physical possession above the surface of the earth or above the surface of any body of water; or
3. the expense incurred or made necessary to prevent or minimize "property damage" to other property resulting from acts or omissions which cause "property damage" included in the "underground resources and equipment hazard".

GL 0881 08 00

Copyright, American Association of Insurance Services, 2000

PERSONAL LIABILITY COVERAGE

(The information required below may be shown on the "declarations".)

The Coverage provided by the endorsement applies to the following "insured(s)".

Name of Insured(s): _____

The Commercial Liability Coverage of this policy is amended as follows.

DEFINITIONS

1. With respect to the Personal Liability Coverage provided by this endorsement, the definitions of "you" and "your", "insured", and "insured premises" are replaced by the following:

The words "you" and "your" mean the person or persons named as the insured on this endorsement. This includes "your" spouse if a resident of "your" household.

"Insured" means:

- a. "you";
- b. "your" relatives if residents of "your" household;
- c. persons under the age of 21 in "your" care or in the care of "your" resident relatives;
- d. "your" legal representative, if "you" die while insured by this Personal Liability Coverage. This person is an "insured" only for liability arising out of the "insured premises". An "insured" at the time of "your" death remains an "insured" while residing on the "insured premises";

- e. persons using or caring for vehicles, watercraft, or animals owned by an "insured" as defined under a., b., or c. above and to which this Personal Liability Coverage applies (This does not include persons using or caring for vehicles, watercraft, or animals in the course of "business" or without the owner's consent.);

- f. persons in the course of performing domestic duties that relate to the "insured premises"; and

- g. persons in the course of acting as "your" real estate manager for the "insured".

Each of these is a separate "insured", but this does not increase "our" "limit".

"Insured Premises" means:

- a. the one- to four-family dwelling shown on the "declarations". This includes structures or parts of buildings where "you" reside;
- b. the farm premises described on the "declarations";
- c. all other premises shown on the "declarations";
- d. all vacant land owned by or rented to an "insured". This includes land where a residence is being built for the use of an "insured", but this does not include farm land;

- e. that part of a residence, acquired by "you" during the policy period, and to be used by "you";
- f. "your" cemetery lots and "your" burial vaults or those of "your" resident relatives;
- g. that part of a premises not owned by an "insured" if it is temporarily used as a residence by an "insured";
- h. all access ways adjoining the "insured premises"; and
- i. that part of premises occasionally rented to an "insured" for other than "business" purposes.

2. The following additional definitions apply to the Personal Liability Coverage provided by this endorsement:

"Business" means a trade, a profession, or an occupation including "farming", all whether full or part time. This includes the rental of property to others.

"Business" includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

"Business" does not include:

- a. the incidental activities that are usually performed by minors; or
- b. activities that are related to "business", but are usually not viewed as "business" in nature.

"Domestic Employee" means a person employed by an "insured" to perform duties that relate to the use and care of the "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured". This does not include a person while performing duties in connection with the "business" of an "insured".

"Motor Vehicle" means a "motorized vehicle", a trailer, or a semi-trailer, and all attached machinery or equipment, if it is:

- a. subject to "motor vehicle" registration; or
- b. designed for use on public roads.

"Recreational Motor Vehicle" means a "motorized vehicle", a trailer, or attached equipment that is designed or is used for leisure time activities, and which is not a "motor vehicle".

PRINCIPAL COVERAGES

- 1. Coverage L -- Bodily Injury Liability and Property Damage Liability is extended to apply to liability arising out of the "insured's" personal or non-business activities.
- 2. With respect to "bodily injury" covered under Coverage L of this endorsement, Coverage M -- Medical Payments is replaced by the following:

Coverage M -- Medical Payments To Others -- "We" pay the necessary medical expenses if they are incurred or medically determined within three years from the date of an accident causing covered "bodily injury". Medical expenses means the reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and funeral services, prosthetic devices, hearing aids, prescription drugs, and eyeglasses, including contact lenses. This applies only to:

- a. a person on the "insured premises" with the permission of an "insured"; and
- b. a person away from the "insured premises" if the "bodily injury":

- 1) is a result of a condition on an "insured premises";
 - 2) is caused by an activity of an "insured";
 - 3) is caused by a person in the course of performing duties as a "domestic employee";
 - 4) is caused by an animal owned by or in the care of an "insured"; or
 - 5) is sustained by a "domestic employee" and arises out of and in the course of employment.
- 3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles", aircraft, or watercraft. "We" do pay for "property damage" to "motorized vehicles" not subject to "motor vehicle" registration and not owned by an "insured" if the "motorized vehicle" is used only to service the premises or if it is designed for recreational use off public roads.

INCIDENTAL COVERAGES

The following coverages are subject to the "terms" of Coverages L and M provided by this endorsement. Except for First Aid Expense, they do not increase the "limits" stated for the Principal Coverages.

1. **Damage to Property of Others** --
Regardless of an "insured's" legal liability, "we" pay for property of others damaged by an "insured", or "we" repair or replace the property, to the extent practical, with property of like kind and quality. "Our" "limit" for this coverage is \$500 per "occurrence".

The exclusions that apply to Coverages L and M do not apply to this coverage. However, "we" do not pay for damage to property:

- a. owned by an "insured", or owned by, rented to, or leased to another resident of "your" household or the tenant of an "insured";
 - b. caused intentionally by an "insured" who has attained the age of 13; or
 - c. resulting in whole or in part from:
 - 1) activities related to a "business" of an "insured";
 - 2) premises owned, rented, or controlled by an "insured", other than an "insured premises"; or
2. **Contracts and Agreements** -- "We" pay for damages for "bodily injury" or "property damage" resulting from liability assumed by an "insured" under a written contract made before the loss. The loss causing the "bodily injury" or "property damage" must have occurred during the policy period. This coverage does not apply to a contract in connection with "business" activities of an "insured".
 3. **First Aid Expense** -- "We" pay the expenses incurred by an "insured" for first aid to persons, other than "insureds", for covered "bodily injury".
 4. **Motorized Vehicles** -- "We" pay for the "bodily injury" or the "property damage" which:
 - a. occurs on the "insured premises" and is a result of the ownership, maintenance, use, loading, or unloading of:
 - 1) a "motorized vehicle" if it is not subject to "motor vehicle" registration because of its type or use; or
 - 2) a "recreational motor vehicle";

In case of a loss, "you" must give "us" a signed, sworn statement of loss within 60 days after the loss and "you" must exhibit the damaged property if it is within "your" control.

b. results from:

- 1) a golf cart while used for golfing purposes;
- 2) a utility, boat, camp, or mobile home trailer, except when the trailer is carried on, is towed by, or is attached to a "motor vehicle" or a "recreational motor vehicle"; or
- 3) a "motorized vehicle" which is designed only for use off public roads and which is used mainly to service the "insured premises". However, this coverage does not apply to "bodily injury" or "property damage" which results from a "motorized vehicle" owned by an "insured", other than a golf cart, while used for recreational purposes away from the "insured premises".

c. results from an "insured's" use of a "recreational motor vehicle" which is not owned by an "insured".

5. **Watercraft --**

- a. "We" pay for the "bodily injury" or the "property damage" which results from the maintenance, use, loading, or unloading of:
- 1) a watercraft while it is on the "insured premises";
 - 2) a watercraft which is not owned by or rented to an "insured" if the loss is a result of the activities of an "insured";
 - 3) a watercraft which is not owned by an "insured" and which is powered by inboard or inboard/outboard motors which total 50 horsepower or less;
 - 4) a sailing vessel with or without auxiliary power which is owned by or is rented to an "insured" and is less than 26 feet in length; or
 - 5) a watercraft which is powered by outboard motors which total 25 horsepower or less.

- b. "We" pay for the "bodily injury" or the "property damage" which results from the maintenance, use, loading, or unloading of a watercraft that is powered by outboard motors which total more than 25 horsepower, if:

- 1) the motors are listed on the "declarations";
- 2) the motors are acquired by an "insured" during the policy period and a request for coverage is made within 45 days after they are acquired; or
- 3) the motors are not owned by an "insured".

6. **Business --** "We" pay for the "bodily injury" or the "property damage" which results from:

- a. the rental of that part of the "insured premises" that is usually occupied by "you" as a residence;
- b. the rental of other parts of the "insured premises" for use as a residence (No family unit may include more than two roomers or boarders.); or
- c. the rental of a part of the "insured premises" for use as a school, studio, office, or private garage.

EXCLUSIONS

With respect to the coverage provided by this endorsement, all exclusions that apply to Coverage L and Coverage M are replaced by the following:

"We" do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

1. **Exclusions That Apply to Coverages L and M** -- This Personal Liability Coverage does not apply to:

- a. "bodily injury" or "property damage" which results from war (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. Discharge of a nuclear weapon is deemed a warlike act even if accidental.);
- b. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of aircraft, except for "bodily injury" to a person while performing duties as a "domestic employee". However, this exclusion does not apply to model airplanes;
- c. "bodily injury" or "property damage" which results from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles" or watercraft owned or operated by or rented or loaned to an "insured". However, "we" do pay:
 - 1) for "bodily injury" to a person in the course of performing duties as a "domestic employee"; or
 - 2) if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage included in this endorsement;
- d. "bodily injury" or "property damage" which results from the use of a "motorized vehicle" in, or in the practice or the preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests;
- e. "bodily injury" or "property damage" which results from the use of animals, other than horses, in or in the practice or preparation for, any prearranged racing, speed, pulling or pushing, or stunt activities or contests. However this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity;
- f. "bodily injury" or "property damage" which results from liability imposed by law on an "insured" for the use of a "motorized vehicle", aircraft, or watercraft, except if coverage is provided by an Incidental Motorized Vehicle or Watercraft Coverage included in this endorsement;
- g. "bodily injury" or "property damage" which results from the rendering of or the failing to render a professional service;
- h. "bodily injury" or "property damage" which results from activities related to the "business" of an "insured", except as provided by an Incidental Business Coverage included in this endorsement;
- i. "bodily injury" or "property damage" which results from premises that are owned, rented, or controlled by an "insured" and that are not the "insured premises". However, "we" do pay for "bodily injury" to a person in the course of performing duties as a "domestic employee";
- j. "bodily injury" or "property damage" which is expected by, directed by, or intended by the "insured"; or that is the result of intentional and malicious acts of the "insured". However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property;
- k. "bodily injury" or "property damage" which results from an "occurrence" for which an "insured" is also an "insured" under a nuclear energy liability policy

or would be an "insured" but for the exhaustion of its "limits" (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or their successors.);

- l. "bodily injury" or "property damage" which results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air. However, this exclusion does not apply to "bodily injury" or "property damage" that results from the heat, smoke, or fumes of a fire on the "insured premises" that becomes uncontrollable or breaks out from where it was intended to be; or
- m. any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

2. Additional Exclusions That Apply Only to Coverage L -- Coverage L does not apply to:

- a. "bodily injury" to "you", and if residents of "your" household, "your" relatives and persons under the age of 21 in "your" care or in the care of "your" resident relatives;
- b. liability assumed under a contract or an agreement, except as provided by Incidental Contracts and Agreements

Coverage included in this endorsement;

- c. damage to property owned by an "insured";
- d. damage to property that is rented to, occupied by, used by, or in the care of an "insured", except for "property damage" caused by fire, smoke, or explosion;
- e. sickness, disease, or death of a "domestic employee" unless a written notice is received by "us" within 36 months after the end of the policy period in which the injury occurred; or
- f. "bodily injury" to a person, including a "domestic employee", if the "insured" has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an "insured" under a workers' compensation, non-occupational disability, occupational disease or like law.

3. Additional Exclusions That Apply Only to Coverage M -- Coverage M does not apply to "bodily injury" to:

- a. an "insured" or other person who resides on the "insured premises", except a "domestic employee";
- b. a person who is on the "insured premises" because a "business" is conducted or professional services are rendered on the "insured premises"; or
- c. a person, including a "domestic employee", if a workers' compensation policy covers the injury or if benefits are provided under a workers' compensation, non-occupational disability, occupational disease, or like law.

THEFT COVERAGE
AMENDED LIMIT

The "terms" of this endorsement apply to property for which entries have been made on the "declarations" to show Theft Coverage, Amended Limit and a corresponding "limit".

The Amended Theft "limit" is the most that "we" will pay for loss by "theft" in any one occurrence.

JOINT OR DISPUTED LOSS AGREEMENT

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. **Boiler and Machinery Policy Means** -- Any reference to Boiler and Machinery policy used in this endorsement means a Boiler and Machinery policy or an Equipment Breakdown policy.
2. **Joint Loss Means** -- Joint loss means that there is damage to property that is insured under both this policy and a Boiler and Machinery policy and both "we" and the Boiler and Machinery policy insurer(s) admit to some liability for payment under the respective policies.
3. **Disputed Loss Means** -- Disputed loss means that there is damage to property that is insured under both this policy and a Boiler and Machinery policy and both "we" and the Boiler and Machinery policy insurer(s) agree that there is some liability under one policy or the other, but disagree about which policy is liable for the loss.
4. **Purpose of This Endorsement** -- The "terms" of this endorsement are intended to provide for loss payment when:
 - a. both this policy and a Boiler and Machinery policy are in effect; and
 - b. there is damage to property that is insured under both this policy and the Boiler and Machinery policy; and
 - c. there is disagreement between the insurers with respect to:
 - 1) whether the damage is covered; or
 - 2) the amount of any loss to be paid by each insurer.

5. **When This Endorsement Applies** -- The "terms" of this endorsement apply only if all of the following conditions are met:
 - a. the Boiler and Machinery policy that covers property that is also insured under this policy and under which "you" are the named insured includes a condition that is substantially the same as the Joint or Disputed Loss Agreement "terms" set forth by this endorsement; and
 - b. there is a Joint Loss or a Disputed Loss, as set forth by the "terms" of this endorsement; and
 - c. "you", "we", and the Boiler and Machinery policy insurer(s) agree to the total amount of the loss.
6. **When This Endorsement Does Not Apply** -- The "terms" of this endorsement do not apply if the applicable Boiler and Machinery policy does not include a condition that is substantially the same as the Joint or Disputed Loss Agreement "terms" set forth by this endorsement.
7. **Procedures That Apply In The Event Of Joint Loss or Disputed Loss** -- The following procedures apply when all the conditions set forth under item 5. above are met.
 - a. Upon "your" written request:
 - 1) "we" will pay the entire amount of loss, if any, that "we" have agreed is covered by this policy, and one-half the amount of loss that is in disagreement; and
 - 2) the Boiler and Machinery policy insurer(s) will pay the entire amount of loss, if any, that they have agreed is covered by the Boiler and Machinery policy, and one-half the amount of loss that is in disagreement.

- b. Neither "our" payments nor the payments of the Boiler and Machinery policy insurer(s) alter, waive, or surrender any rights of any insurer with regard to the portion of the loss for which each insurer is liable.
- c. The amount in disagreement to be paid by "us" will not exceed the amount payable under the corresponding provisions of the Boiler and Machinery policy.
- d. The amount to be paid under the Joint or Disputed Loss Agreement "terms" will not exceed the amount "we" would have paid had no Boiler and Machinery policy been in effect at the time of loss. In no event will "we" pay more than the applicable "limit" under this policy.

8. Arbitration

- a. If "we" and the Boiler and Machinery policy insurer(s) make payments as described under item 7. above and "you" accept such payments, "we" and the Boiler and Machinery policy insurer(s) agree to submit to and proceed with arbitration within 90 days of making such payments.
- b. "You" agree to cooperate with any arbitration procedures.
- c. There will be three arbitrators. One of the arbitrators will be appointed by the Boiler and Machinery policy insurer(s); a second will be appointed by "us"; and the third will be appointed by consent of the other two. If the two arbitrators are unable to agree upon the third, either can ask a judge of a court of competent jurisdiction to select the third arbitrator.

The decision by the arbitrators will be binding on the insurers. Judgment upon arbitration award may be entered in any court of competent jurisdiction.

- 9. **Final Settlement Between Insurers** -- The insurer(s) found responsible for the greater percentage of the loss amount in disagreement must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay liquidated damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s).

Liquidated damages mean interest from the date that "you" invoke this agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the money rates column of The Wall Street Journal during the period of the liquidated damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated.

Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

- 10. **Your Rights Against Us** -- "Your" acceptance of sums paid according to the "terms" of this endorsement, including an arbitration award, will not alter "your" rights against "us" or any other insurer.

CL 0345 03 05

EXCLUSION -- WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTISTS

The Commercial Liability Coverage is amended as follows:

1. The following exclusions are added:
 - a. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
 - 1) wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
 - b. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of:
 - 1) wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
 - c. "We" do not pay for any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of:
 - 1) wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
2. However, exclusion 1.a. above does not apply to:
 - a. "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to Staphylococcus aureus, Salmonella, Clostridium perfringens, Campylobacter, Listeria monocytogenes, Vibrio parahaemolyticus, Bacillus cereus, and Escherichia coli.); or
 - b. "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.

**ADDITIONAL INSURED
NON-PROFIT ORGANIZATIONS
MEMBERS, OFFICIALS, AND VOLUNTEER WORKERS**

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of "insured" is amended to include the following:

"Insured" also includes:

1. members of "your" organization, but only with respect to their liability arising from:
 - a. "your" activities; or
 - b. activities they perform on "your" behalf.
2. "your" trustees, governing board members, and officials, but only while acting within the scope of their duties as such.
3. "your" volunteer workers, but only while acting at "your" direction and within the scope of their duties as such. None of these volunteer workers are "insureds" for:
 - a. "bodily injury" or "personal injury" to:
 - 1) "you";
 - 2) "your" partners and members (if "you" are a partnership or joint venture) or "your" members (if "you" are a limited liability company); or

- 3) other volunteer workers or to "your" "employees" arising out of and in the course of their duties for "you";
- b. "bodily injury" or "personal injury" to a spouse, child, parent, brother, or sister of such injured volunteer workers or "employees" as a consequence of paragraph 3.a. above;
- c. any obligation to fully or partially reimburse a third person for "damages" arising out of paragraph 3.a. or 3.b. above; or
- d. "property damage" to property owned, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - 1) "you";
 - 2) other volunteer workers;
 - 3) "your" "employees"; or
 - 4) a partner or member (if "you" are a partnership or joint venture) or a member (if "you" are a limited liability company).

GL-887 Ed 3.0

Copyright MCMXCVII
American Association of Insurance Services

PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Descriptions of Operations:

The Commercial Liability Coverage is amended
as follows:

EXCLUSIONS

The exclusion that applies to "bodily injury" or
"property damage" arising out of the actual,
alleged, or threatened discharge, dispersal,
seepage, migration, release, or escape of
pollutants is amended by the following addition:

However, the "terms" of this exclusion that
address "bodily injury" or "property damage"
arising out of the actual, alleged, or threatened
discharge, dispersal, seepage, migration,
release, or escape of pollutants at or from any
premises, site, or location where any "insured" or
any contractor or subcontractor, directly or
indirectly under "your" control, is working do not
apply with respect to the operations designated in
the schedule above, if those operations meet all
the standards of any statute, ordinance,
regulation, or license requirements of any federal,
state, or local government.

GL 0891 08 00

Copyright, American Association of Insurance Services, 2000

This endorsement changes the Commercial
Liability Coverages provided by this policy
-- PLEASE READ THIS CAREFULLY --

PUNITIVE DAMAGES EXCLUSION ARKANSAS

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following definition is added:

Punitive damages means **damages** that may be imposed to punish a wrongdoer and to deter others from similar conduct.

EXCLUSIONS

The following exclusion is added:

We do not pay for **punitive**, exemplary, or vindictive **damages**.

SERFF Tracking Number:	ASPX-125401945	State:	Arkansas
Filing Company:	American Bankers Insurance Company of Florida	State Tracking Number:	EFT \$50
Company Tracking Number:	FM AR02679AIF01		
TOI:	05.0 Commercial Multi-Peril - Liability & Non- Liability	Sub-TOI:	05.0006 Commercial Farm and Ranch
Product Name:	SCO - AG Output		
Project Name/Number:	SCO - AG Output/FM AR02679AIF01		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: EFT \$50
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/30/2008

Comments:

Attachment:

P&C Transmittal Document.PDF

Satisfied -Name: Cover Letter **Review Status:** Approved 01/30/2008

Comments:

Attachment:

Cover Letter.PDF

Satisfied -Name: Form Filing Schedule **Review Status:** Approved 01/30/2008

Comments:

Attachment:

Form Filing Schedule.PDF

Satisfied -Name: Filing Memorandum **Review Status:** Approved 01/30/2008

Comments:

Attachment:

Filing Memorandum.PDF

Satisfied -Name: Certificate of Compliance **Review Status:** Approved 01/30/2008

Comments:

Attachment:

Certificate of Compliance.PDF

SERFF Tracking Number: ASPX-125401945 State: Arkansas
Filing Company: American Bankers Insurance Company of State Tracking Number: EFT \$50
Florida
Company Tracking Number: FM AR02679AIF01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: SCO - AG Output
Project Name/Number: SCO - AG Output/FM AR02679AIF01

Satisfied -Name: AAIS B 06-1589 12-29-06 **Review Status:**
Approved 01/30/2008
Comments:
Attachment:
AAIS B 06-1589 12-29-06.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Group NAIC #
Assurant, Inc.	0019

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Bankers Insurance Company of Florida	Florida	10111	59-0593886	

5. Company Tracking Number	FM AR02679AIF01
-----------------------------------	------------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Wendy Sara 8655 E. Via de Ventura E200 Scottsdale, AZ 85258	Regulatory Analyst	800-535-1333, Ext. 563	480-443-3785	Wendy.Sara@assurant.com

7. Signature of authorized filer	Wendy Sara
8. Please print name of authorized filer	Wendy Sara

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	5.0000 CMP Sub Toi Combinations
10. Sub-Type of Insurance (Sub-TOI)	05.2000 CMP Liability Portion Only
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Agribusiness Commerical Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 2/1/2008 Renewal: 2/1/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	Not applicable

17. Reference Organization # & Title	Not applicable
18. Company's Date of Filing	12/21/2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	FM AR02679AIF01
--	------------------------

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
--

American Bankers Insurance Company of Florida wishes to submit for your review and approval our Agribusiness Commercial Program. Our requested effective date is 2/1/08 for NB & RNL.

This is a new program for our Company that has been filed and approved in Colorado, Kansas, Montana, Tennessee, Texas & Wisconsin. This program will be written as a Commercial Package consisting of the following elements:

Commercial Property - For the Commercial Property portion of this program we will be using American Association of Insurance Services (AAIS) new Agricultural Output (AgOp) Program for rules and forms.

Commercial Liability - For the Commercial Liability portion we will be using AAIS's Commercial Liability rules and forms.

The rates for Property and Liability are independent and were developed by reviewing rates used by our competitors.

We will not be auto-adopting the AAIS rules and forms for this program.

Commercial Farm Auto - We will also be utilizing our Commercial Farm Auto program that has been filed and approved in your states for American Reliable Insurance Company.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: Amount: \$50.00 EFT</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



ASSURANT
Specialty
Property

American Reliable
Insurance Company
American Bankers Insurance
Company of Florida
8655 E. Via De Ventura, Suite E200
Scottsdale, AZ 85258
T 480.483.8666 F 480.483.1675

SENT VIA SERFF

www.assurant.com

December 21, 2007

Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201

Re: American Bankers Insurance Co. of Florida
Forms – Initial Filing
Agribusiness Commercial Program
Company Filing No.: FM AR02679AIF01
Proposed Effective Dates: 02/01/2008 New & Renewal Business

NAIC # 0019-10111
FEIN: 59-0593886

American Bankers Insurance Company of Florida respectfully submits the attached forms for our new Agribusiness Commercial Program in Arkansas. Our proposed effective dates are February 1, 2008 for new and renewal business.

Enclosed for your review and consideration are:

- Ø This letter
- Ø P&C Transmittal Document
- Ø Forms Filing Schedule
- Ø Filing Memorandum
- Ø Forms applicable to this program
- Ø Certificate of Compliance
- Ø \$50.00 EFT Filing Fee

Please note there is a companion rate and rule filing.

We request the option of moving boxes, reformatting text and changing page size to accommodate system programming and client needs. The content will remain as approved by your Department.

Please feel free to contact me at the email address or telephone number listed below if you should have any questions. We look forward to receiving your Department's approval.

Regards,
Wendy Sara
Regulatory Analyst
New Email: Wendy.Sara@assurant.com
Phone: (800)-535-1333, Ext. 563

Attachments

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking # FM AR02679AIF01

2. This filing corresponds to rate/rule filing number
 (Company tracking number of rate/rule filing, if applicable)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	AGRIBUSINESS COMMON DECLARATIONS	B8116D 0206	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	AGRIBUSINESS PROPERTY DECLARATIONS	B8103D 1205	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	AGRIBUSINESS LIABILITY DECLARATIONS	B8115D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	AGRIBUSINESS PROPERTY & INCOME COVERAGE PART	AG0100 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	COMMON POLICY CONDITIONS	CL0100 0399	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	COMMERCIAL LIABILITY COVERAGE	GL100 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	COVERAGE E EMPLOYEE BENEFITS LIABILITY COVERAGE	GL 892 3.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	EMPLOYEE BENEFITS LIABILITY COVERAGE - SUPPLEMENTAL EXTENDED REPORTING PERIOD	GL 893 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	EMPLOYEE REDEFINED	GL 895 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	CROSS LIABILITY COVERAGE	GL 898 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	COMMERCIAL LIABILITY COVERAGE - BROAD FORM COVERAGE	GL200 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 2 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
12	CROSS LIABILITY EXCLUSION	GL 899 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	CONTRACTUAL LIABILITY COVERAGE	GL 902 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	CONTRACTUAL LIABILITY COVERAGE LIMITATION (INCIDENTAL CONTRACTUAL LIAB.)	GL 903 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	COMMERICAL LIABILITY COVERAGE - FARM PREMISES & OPERATIONS	GL610 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	PERSONAL AND ADVERTISING LIABILITY COVERAGE	GL 904 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	PESONAL LIABILITY COVERAGE FARM	GL2 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE (GL-610 ONLY)	GL 904 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	EXCLUSION- COVERAGE P - PERSONAL AND ADVERTISING INJURY LIABILITY	GL 905 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	LEASED PREMISES LIMITATION	GL 906 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	LIMITED LIABILITY COMPANY	GL 914 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	LIMITED LIABILITY COMPANY (PREMISES ONLY)	GL 915 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 3 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
23	LIMITED LIABILITY COMPANY (FARM PREMISES AND OPERATIONS)	GL 916 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	CALENDAR DATE OR TIME FAILURE EXCLUSION	GL 917 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	EMPLOYEE BENEFITS LIABILITY COVERAGE- CALENDAR DATE OR TIME FAILURE EXCLUSION	GL 918 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	EXCLUSION - ADULT DAY CARE CENTERS	GL 0951 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	MISDELIVERY OF LIQUID PRODUCTS COVERAGE	GL 0952 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	ADDITIONAL INSURED- USERS OF DRAFT OR SADDLE ANIMALS	GL 0953 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	COMMON POLICY CONDITIONS	CL100 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	EXCL-PROPERTY DAMAGE TO ELECTRONIC DATA (COMPUTER SOFTWARE MANUFACTURER)	GL 0958 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	EXCLUSION - PROPERTY ENTRUSTED	GL 0971 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	AMENDATORY ENDORSEMENT	CL300 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	EXCL-ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE	GL 0972 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 4 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
34	COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE	GL 0973 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE-FAILURE OF SEED TO GERMINATE EXCLUDED	GL 0974 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	EXCLUSION- SPAS,HEALTH OR BEAUTY FACILITIES	GL 0976 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	EXCLUSION- PROFESSIONAL SERVICES- VETERINARIANS	GL 0981 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	LAWN CARE SERVICES	GL 0983 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	INCOME COVERAGE SUPPLEMENT	B8105D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	SCHEDULE OF ADDITIONAL INTERESTS	B8114D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	SCHEDULE OF COVERED STOCK	B8106D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	SCHEDULE OF COVERED MOBILE EQUIPMENT	B8113D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	SCHEDULE OF LOCATIONS	B8112D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	SCHEDULE OF COVERED BUILDINGS AND PERSONAL PROPERTY	B8107D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)
State: Arkansas **Company Tracking #** FM AR02679AIF01 **Page** 5 **of** 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
45	SCHEDULE OF COVERED COMPUTERS	B8108D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	SCHEDULE OF COVERED PROPERTY AND PROVISIONS	B8109D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	SCHEDULE OF COVERED PROPERTY FOR BUILDERS' RISK	B8110D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	SCHEDULE OF FORMS AND ENDORSEMENTS	B8111D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	LIVESTOCK FEEDLOT FORM-LIMITED FEEDING AND WATER COVERAGE	B8350E 1205	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	EXCLUSION-FAILURE TO SUPPLY	B8353E 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECTS	B8352E 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	GENERAL PURPOSE ENDORSEMENT	B8354E 0506	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	SCHEDULE OF LIMITS AND CONDITIONS FOR ENDORSEMENT(S) OPTIONS	B8104D 0106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	OWNED SNOWMOBILES, ATVS. AND GOLF CARTS	B8357E 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	CERTIFIED ACT OF TERRORISM EXCLUSION	CL 0610 1202	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 6 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
56	NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION	CL 0630 1202	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57	CERTIFIED AND NON- CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION	CL 0634 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	BIOLOGICAL AND CHEMICAL NON- CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION	CL 0650 1202	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59	CERTIFIED AND NON- CERTIFIED ACT OF TERRORISM EXCL AND WAR AND MILITARY ACTION EXCL (BIOLOGICAL AND CHEMICAL NON- CERTIFIED ACTS OF TERRORISM)	CL 0654 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60	CONDITIONAL TERRORISM EXCLUSION	CL 1630 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61	CONDITIONAL NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION	CL 1650 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
62	TERRORISM EXCLUSION	CL 2630 0604	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63	NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION	CL 2650 0604	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM EXCLUSIONS- CERTIFIED AND NON- CERTIFIED ACTS	CL 0314 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65	POLICYHOLDER	CL 0319 0606	<input checked="" type="checkbox"/> New		

Effective March 1, 2007

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
	DISCLOSURE NOTICE OF TERRORISM EXCLUSIONS- CERTIFIED AND NON- CERTIFIED ACTS		<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66	MIGRANT & SEASONAL AGRICULTURAL WORKER PROTECTION ACT EXCLUSION APPLIES ONLY TO GL- 610	GL810 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 7 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
67	LEAD LIABILITY EXCLUSION (ADVISORY)	GL890 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68	KNOWN INJURY OR DAMAGE AMENDMENTS	GL0950 1299	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
69	COMPUTER VIRUS AND HACKING COVERAGE	AG0124 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70	CRIME COVERAGE - DISCOVERY BASIS	AG0128 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
71	EQUIPMENT BREAKDOWN COVERAGE	AG0130 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72	EQUIPMENT BREAKDOWN DECLARATIONS	AG0131 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73	FUNCTIONAL REPLACEMENT COST	AG0132 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74	HAY, STRAW, AND FODDER COVERAGE	AG0136 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
75	LIVESTOCK COVERAGE	AG0140 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
76	MORTGAGED AND STOLEN GRAIN COVERAGE	AG0144 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77	OPTIONAL EXCLUSIONS	AG0148 010	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 8 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
78	POULTRY COVERAGE	AG0152 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79	PRO RATA LIMIT	AG0156 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80	PROPERTY IN TRANSIT - CONDEMNATION OR SEIZURE CONTROL	AG0160 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81	PROTECTIVE DEVICES & SERVICES	AG0164 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
82	REBUILDING COVERAGE - EXCESS INSURANCE AMENDMENT	AG0168 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83	SCHEDULED EARTHQUAKE COVERAGE	AG0172 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
84	EARTHQUAKE SCHEDULE	AG0173 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85	SCHEDULED FLOOD COVERAGE	AG0176 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
86	FLOOD SCHEDULE	AG0177 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87	WAIVER OF DEDUCTIBLE - COMMODITIES	AG0184 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88	WAREHOUSE OPERATORS - LEGAL LIABILITY COVERAGE	AG0188 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 9 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
89	WAREHOUSE OPERATORS SCHEDULE	AG0189 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90	WINDSTORM OR HAIL DEDUCTIBLE	AG0192 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
91	LIMITED FUNGUS AND RELATED PERILS COVERAGE	AG0640 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92	UNDERGROUND PIPES, PILINGS, BRIDGES & ROADWAYS	AG0645 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
93	EQUIPMENT BREAKDOWN REINSTATEMENT	CL0342 0105	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
94	PERSONAL & ADVERTISING INJURY LIABILITY COVERAGE	GL102 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95	ADDITIONAL INSUREDS	GL108 1-87	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
96	ADDITIONAL INSURED - LANDLORD	GL109 5-88	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
97	ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS PERMITS)	GL110 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98	ADDITIONAL INSUREDS	GL112 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS	GL113 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 10 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
100	BOATS	GL0114 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
101	NON-OWNED AUTO LIABILITY COV/HIRED AUTO LIABILITY COVERAGE	GL122 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
102	PREMIUM PAYMENTS	GL128 1-87	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
103	PRODUCTS/COMPLETE D WORK HAZARD - EXPLAINED DEFINITION	GL130 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
104	AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER LOCATION)	GL140 1-87	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
105	AMENDMENT - A AGGREGATE LIMITS OF INSURANCE (PER PROJECT)	GL142 1-87	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
106	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS	GL202 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
107	EXCLUSION - LOGGING & LUMBERING OPERATIONS	GL208 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
108	LIABILITY EXCLUSION	GL210 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
109	EXCLUSION EXPLOSION, COLLAPSE, UNDERGROUND PROPERTY DAMAGE HAZARD	GL212 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
110	EXCLUSION - COVERAGE M - MEDICAL PAYMENTS	GL214 1-87	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 11 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
111	EXCLUSION - FIRE DAMAGE LEGAL LIABILITY	GL216 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
112	CHANGE ENDORSEMENT	GL220 1-87	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
113	DEDUCTIBLE	GL222 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
114	LIABILITY COVERAGE	GL224 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115	EXCLUSION - MALPRACTICE & PROFESSIONAL SERVICES	GL226 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116	EXCLUSION - WATER DAMAGE	GL228 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117	AMENDATORY ENDORSEMENT- ARKANSAS	CL 0178 1101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118	AMENDATORY ENDORSEMENT- ARKANSAS (AMENDS AG 0100)	AG 0706 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119	AMENDATORY ENDORSEMENT- ARKANSAS	GL 0419 0300	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
120	VIRUS OR BACTERIA EXCLUSION	AG 0650 1006	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
121	EXCL-DAMAGE TO WORK PERFORMED BY YOUR OR ON YOUR BEHALF	GL 0350 0602	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 12 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
122	EXCLUSION-DAMAGE TO WORK PERFORMED BY YOUR OR ON YOUR BEHALF DESIGNATED LOCATIONS OR PROJECTS	GL 0351 0602	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
123	LIMITED COVERAGE FOR LOSS BY WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTIST	GL 0353 0602	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
124	FARMS	GL 838 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
125	RESIDENTIAL PREMISES	GL 839 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
126	MEDICAL PAYMENTS- DESIGNATED INSURED	GL 840 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
127	ADDITIONAL INSURED- DESIGNATED PARTY	GL 841 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
128	ADDITIONAL INSURED- LESSORS	GL 842 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
129	ADDITIONAL INSURED- VENDORS	GL 843 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
130	EXCLUSION- DESIGNATED WORK	GL 848 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
131	EXCLUSION- DESIGNATED PRODUCTS	GL 849 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
132	EXCLUSION- DESIGNATED SERVICES	GL 850 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01Page 13 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
133	EXCLUSION-ERRORS AND OMISSIONS- TESTING OR CONSULTING	GL 0852 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
134	EXCLUSION-ABUSE OR MOLESTATION	GL 853 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
135	EXCLUSION-RIOT, MOB ACTION, OR CIVIL COMMOTION (GOVERNMENTAL SUBDIVISION)	GL 854 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
136	EXCLUSION-SPECIFIED HAZARDS (CARNIVALS, CIRCUSES, AND FAIRS)	GL 855 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
137	EXCLUSION- CORPORAL PUNISHMENT	GL 857 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
138	UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE	GL 858 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
139	VESSELS	GL 860 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
140	EXCLUSION-BICYCLES	GL 861 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
141	BICYCLE LIABILITY	GL 865 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
142	CUSTOMER'S AUTOS ON INSURED OR ADJOINING PREMISES	GL 0869 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
143	EXCLUSION- INSURANCE AND RELATED OPERATIONS	GL 871 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 14 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
144	FARM EMPLOYERS LIABILITY COVERAGE	GL 872 2.1	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
145	FARM EMPLOYERS LIABILITY COVERAGE	GL 872 3.1	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
146	EXCLUSION- INSURED'S PRODUCTS	GL 878 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
147	EXCLUSION-SPECIFIED PREMISES AND OPERATIONS	GL 879 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
148	CONSTRUCTION OF RESIDENCES ON VACANT LAND	GL 880 2.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
149	EXCLUSION- UNDERGROUND RESOURCES OR EQUIPMENT	GL 0881 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
150	PERSONAL LIABILITY COVERAGE	GL 9 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
151	EQUIPMENT BREAKDOWN REINSTATEMENT	CL 0342 0105	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
152	THEFT COVERAGE - AMENDED LIMIT	AG 0180 0101	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
153	JOINT OR DISPUTED LOSS AGREEMENT	CL 0345 0305	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
154	EXCLUSION - WET ROT, DRY ROT, BACTERIA, FUNGI OR PROTISTS	GL 0348 0602	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # FM AR02679AIF01 Page 15 of 15

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
155	ADDITIONAL INSURED - NON-PROFIT ORGANIZATIONS - MEMBERS, OFFICIALS, AND VOLUNTEER WORKERS	GL 887 3.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
156	PESTICIDE OR HERBICIDE APPLICATOR COVERAGE	GL 0891 0800	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
157	PUNITIVE DAMAGES EXCLUSION - ARKANSAS	GL 894 1.0	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
EXPLANATORY MEMORANDUM
AGRIBUSINESS COMMERCIAL PROGRAM**

American Bankers Insurance Company of Florida wishes to submit for your review and approval our Agribusiness Commercial Program. This is a new program for our Company that has been filed and approved in Colorado, Kansas, Montana, Tennessee, Texas & Wisconsin. This program will be written as a Commercial Package consisting of the following elements:

Commercial Property – For the Commercial Property portion of this program we will be using American Association of Insurance Services (AAIS) new Agricultural Output (AgOp) Program for rules and forms.

Commercial Liability – For the Commercial Liability portion we will be using AAIS's Commercial Liability rules and forms.

The rates for Property and Liability are independent and were developed by reviewing rates used by our competitors.

We will **not** be auto-adopting the AAIS rules and forms for this program.

Commercial Farm Auto – We will also be utilizing our Commercial Farm Auto program that has been filed and approved in your states for American Reliable Insurance Company.

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Valley Owens, Assistant VP of
(Name) (Title of Authorized Officer)

American Bankers Insurance Company of Florida
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- Arkansas Code Annotated;
- Arkansas Rules and Regulations;
- Arkansas Insurance Bulletins, Directives and Orders;
- Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. § 23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) ▶ Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number ▶ FM AR02679AIF01

Signature of Authorized Officer ▶

A handwritten signature in blue ink, appearing to read "Valley Owens".

Name of Authorized Officer ▶ Valley Owens

Title of Authorized Officer ▶ Assistant Vice President

Email address of Authorized Officer ▶

Telephone # of Authorized Officer ▶ 800-535-1333, Ext. 563

Date ▶ 12/18/07

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

ARKANSAS VIRUS OR BACTERIA EXCLUSION FILED AND APPROVED

Reference Bulletins: 06-1307 and 06-1450

Endorsement AG 0650 10 06, Virus Or Bacteria Exclusion, has been approved for use as a mandatory endorsement in Arkansas, effective **April 1, 2007**.

BACKGROUND

Reference Bulletins 06-1307 and 06-1450 provided background information regarding the development of the Virus or Bacteria Exclusion. A description of the AG 0650 10 06 and a copy of the endorsement was released with Bulletin 06-1450.

EFFECTIVE DATE AND FILING NUMBERS

Endorsement AG 0650 10 06 has been approved in this state effective **April 1, 2007**. Refer to the following filing numbers in all correspondence directed to the insurance department.

AAIS-2006-67AG and state file number AR-PC-06-022148

COMPANY ACTION

The AAIS filing submitted in this state advised the insurance department that the materials may be provided to affiliated companies in an electronic format. The department was informed that due to differences in printer configurations or other hardware or software differences, the cosmetic appearance of the material may be altered slightly when produced by another system without affecting the content.

AAIS filed the Virus Or Bacteria Exclusion endorsement on behalf of those affiliated companies that have elected to give AAIS filing authority for forms and endorsements. The company action required to adopt the endorsement is described below.

Forms and Endorsements

Companies that have granted AAIS filing authority for forms and endorsements for this line of insurance can adopt a forms and endorsements filing on the effective date designated by AAIS without notifying the insurance department. Companies that choose not to adopt a filing or that choose a different effective date must notify the insurance department before the effective date designated by AAIS.

FORMS AND ENDORSEMENTS LISTING

An updated Listing of Forms and Endorsements for this program will be available on AAISdirect in the near future.

AAISdirect

AAISdirect subscribers can now access the approved materials via the Forms section of *AAISdirect*.

SUPPLIES

The forms and endorsements have been released to CCH Insurance Services Inc. (CCH), the print vendor for AAIS forms and endorsements. Call CCH at (800) 382-2424 to order forms and endorsements in paper printed format. Call CCH at 800-782-9481 to order the text of AAIS forms in a variety of electronic formats.

Direct questions to:

Deborah Summerlin, CPCU
Vice President, Insurance Lines
debis@AAISonline.com

AAISdirect

All AAIS bulletins, forms, manuals, and other resource information for all lines of insurance are now available online. For a two-week trial of our Internet service, *AAISdirect*, or a cost quote, contact Rick Maka. E-mail RickM@AAISonline.com or call 800/564-AAIS.

SERFF Tracking Number: ASPX-125401945 State: Arkansas
 Filing Company: American Bankers Insurance Company of State Tracking Number: EFT \$50
 Florida
 Company Tracking Number: FM AR02679AIF01
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
 Liability
 Product Name: SCO - AG Output
 Project Name/Number: SCO - AG Output/FM AR02679AIF01

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	PUNITIVE DAMAGES EXCLUSION - ARKANSAS	12/26/2007	GL 894.PDF
No original date	Form	PREMIUM PAYMENTS	12/26/2007	GL128.PDF

This endorsement changes the Commercial
Liability Coverages provided by this policy

-- PLEASE READ THIS CAREFULLY --

PUNITIVE DAMAGES EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

We do not pay for punitive, exemplary, or vindictive **damages**.

NON-OWNED AUTO LIABILITY COVERAGE HIRED AUTO LIABILITY COVERAGE

Insurance is provided only with respect to each of the following coverages when an additional premium charge is shown on the "declarations".

The Commercial Liability Coverage is amended as follows:

PRINCIPAL COVERAGES

NON-OWNED AUTO LIABILITY

Coverage L is extended to apply to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" in "your" business by a person other than "you".

HIRED AUTO LIABILITY

Coverage L is extended to apply to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by "you" or "your" "employees" in the course of "your" business.

DEFINITIONS

1. With respect to the coverage provided by this endorsement, the definition of "insured" is deleted and replaced by the following:

a. "Insured" means:

- 1) "you";
- 2) any other person using a "hired auto" with "your" permission;
- 3) with respect to a "non-owned auto", "your" partners, "your" executive officers, or "your" managers (if "you" are a limited liability company), but only while the "non-owned auto" is used in "your" business; and

- 4) any other person or organization, but only with respect to their liability because of acts or omissions of an "insured" under 1.a.1), 1.a.2), and 1.a.3) above.

b. None of the following is an "insured":

- 1) any person engaged in the business of his or her employer for "bodily injury" to any fellow "employee" of such person injured in the course of employment, or consequential injury to a spouse, child, parent, brother, or sister of such fellow "employee", or for an obligation to fully or partially reimburse a third party for "damages" because of the injury;
- 2) any partner, executive officer, or manager (if "you" are a limited liability company), with respect to an "auto" owned by such partner, officer, or manager or a member of his or her household;
- 3) any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" operated by "you"; and
- 4) the owner or lessee (of whom "you" are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee.

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

2. With respect to the coverage provided by this endorsement, the following definitions are added:

- a. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
- b. "Hired auto" means an "auto" "you" lease, hire, or borrow on an occasional or infrequent basis. It does not include an "auto" "you" lease, hire, or borrow from:
 - 1) any of "your" "employees" or members of their households; or
 - 2) any of "your" partners, executive officers, or managers (if "you" are a limited liability company) or members of their households.
- c. "Non-owned auto" means any "auto" "you" do not own, lease, hire, or borrow which is used in connection with "your" business. If "you" are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

EXCLUSIONS

- 1. With respect to the coverage provided by this endorsement, the exclusions relating to "bodily injury" or "property damage" that arises out of "autos", aircraft, watercraft, mobile equipment, or "motorized vehicles" do not apply.
- 2. With respect to the coverage provided by this endorsement, the exclusion relating to rendering or failing to render professional services does not apply.
- 3. With respect to the coverage provided by this endorsement, the exclusion relating to liquor liability does not apply.
- 4. With respect to the coverage provided by this endorsement, the exclusion relating to "bodily injury" to an "employee" is replaced by the following:

"We" do not pay for:

- a. "bodily injury" to an "employee" of the "insured" if it occurs in the course of employment by the "insured"; or
- b. consequential injury to a spouse, child, parent, brother, or sister of such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for "damages" arising out of paragraph 4.a. or 4.b. above.

This exclusion does not apply to:

- a. liability assumed by the "insured" under a contract covered under Incidental Contractual Liability Coverage or Contractual Liability Coverage; or
- b. "bodily injury" arising out of and in the course of domestic employment by the "insured" unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

With respect to the coverage provided by this endorsement, the exclusions in this section are deleted and replaced by the following:

- 1. "We" do not pay for "property damage" to property owned or being transported by, or rented, leased, or loaned to the "insured".
- 2. "We" do not pay for "property damage" to property in the care, custody, or control of the "insured".